

# Exhibit A

<b>AWARD/CONTRACT</b>		<b>1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 300)</b>		<b>RATING</b>		<b>PAGE OF PAGES</b> 1 115		
<b>2. CONTRACT (Proc Inst. Ident.) NO.</b> HSCEDM-15-D-00015				<b>3. EFFECTIVE DATE</b> 09/28/2015		<b>4. REQUISITION/PURCHASE REQUEST/PROJECT NO</b> 192115FSETACK0012		
<b>5. ISSUED BY</b>		<b>CODE</b>		<b>6. ADMINISTERED BY (if other than Item 5)</b>		<b>CODE</b>		
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: (b) (6), (b) (7)(C) Laguna Niguel CA 92677		ICE/DM/DC-LAGUNA		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: (b) (6), (b) (7)(C) Laguna Niguel CA 92677		ICE/DM/DC-LAGUNA		
<b>7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code)</b>  GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242				<b>8. DELIVERY</b> FOB ORIGIN X OTHER (See below)				
				<b>9. DISCOUNT FOR PROMPT PAYMENT</b>  Net 30				
<b>10. SUBMIT INVOICES</b> (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				<b>ITEM</b>				
<b>CODE</b> 6127064650000		<b>FACILITY CODE</b>						
<b>11. SHIP TO/MARK FOR</b>		<b>CODE</b>		<b>12. PAYMENT WILL BE MADE BY</b>		<b>CODE</b>		
Department of Homeland Security Immigration and Customs Enforcement 1623 East J Street Tacoma, WA 98421 Attn: (b) (6), (b) (7)(C)				DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FOD-Seattle Williston VT 05495-1620		ICE-ERO-FOD-SEATTLE		
<b>13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION</b> <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c) <input type="checkbox"/>				<b>14. ACCOUNTING AND APPROPRIATION DATA</b> See Schedule				
<b>15A. ITEM NO</b>	<b>15B. SUPPLIES/SERVICES</b>			<b>15C. QUANTITY</b>	<b>15D. UNIT</b>	<b>15E. UNIT PRICE</b>	<b>15F. AMOUNT</b>	
Continued								
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						\$0.00		
<b>16. TABLE OF CONTENTS</b>								
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X	D	PACKAGING AND MARKING	92	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>				
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>								
<b>17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the schedule, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)</b> <b>18A. NAME AND TITLE OF SIGNER (Type or print)</b> (b) (6), (b) (7)(C) EVP, Contract Administration				<b>18. VI AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HSCEDM-15-R-00001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.</b>				
<b>18B. NAME OF CONTRACTOR</b> (b) (6), (b) (7)(C)				<b>18C. DATE SIGNED</b> 9/24/15				
<b>BY</b> (Signature of person authorized to sign)				<b>18D. NAME OF CONTRACTING OFFICER</b> (b) (6), (b) (7)(C)				
				<b>18E. DATE SIGNED</b> 9-24-15				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015		PAGE 2	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 612706465 . COR POC: (b) (6), (b) (7)(C) e-mail address, (b) (6), (b) (7)(C) Alternate POC: (b) (6), (b) (7)(C) email address, (b) (6), (b) (7)(C) Finance POC: (b) (6), (b) (7)(C) e-mail address, (b) (6), (b) (7)(C) . Exempt Action: Y FOB: Destination Period of Performance: 09/28/2015 to 09/27/2025 . BASE PERIOD: September 28, 2015 through September 27, 2016.				
0001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated (b) (7) Bed Days) (E) (b) Orders from this Contract will be issued through the issuance of a task order. . Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . BASE PERIOD: September 28, 2015 through September 27, 2016.		DA	0.00	0.00
0001A	Detention Bed Days, Guaranteed Minimum, Beds (b) (4) Day (b) (4) Unit of Issue DA is equivalent to Bed-Day. . Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . BASE PERIOD: September 28, 2015 through September 27, 2016.	(b) (4)			49,980,604.98
0001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b) (4) Unit of Issue DA is equivalent to Bed-Day. . Product/Service Code: S206 Continued ...	(b) (4)			6,820,849.20

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 3	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
0002	Product/Service Description: HOUSEKEEPING- GUARD  . BASE PERIOD: September 28, 2015 through September 27, 2016.  TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT  Orders from this Contract will be issued through the issuance of a task order. . Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  . BASE PERIOD: September 28, 2015 through September 27, 2016.				0.00	
0002A	Transportation Fixed Flat Rate for (b) (7)(E) Vehicles. These vehicles are:  1. (b) (7)(E) Bus 2. (b) (7)(E) Transporters 3. (b) (7)(E) Utility Vehicle. 4. (b) (7)(E) ADA Van 5. (b) (7)(E) Van. . Unit of Issue MO is equivalent to Month. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  . BASE PERIOD: September 28, 2015 through September 27, 2016.		(b) (4)		3,944,544.00	
0002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month. . Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  . BASE PERIOD: September 28, 2015 through September 27, 2016.  Continued ...		(b) (4)		300,000.00	

CONTINUATION SHEET		REFERENCE NO OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015		PAGE 4	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002C	<p>Estimated Travel Cost Inclusive of Lodging and Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>BASE PERIOD: September 28, 2015 through September 27, 2016.</p>	(b) (4)			36,000.00
0002D	<p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>BASE PERIOD: September 28, 2015 through September 27, 2016.</p>	(b) (4)			122,694.00
0002E	<p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>BASE PERIOD: September 28, 2015 through September 27, 2016. Continued ...</p>	(b) (4)			542,640.00

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 5	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
0002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washington (b) (7)(E) Transporter  For Medford, Oregon (b) (7)(E) ransporters  Unit of Issue MO is equivalent to Month. . Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . BASE PERIOD: September 28, 2015 through September 27, 2016.	(b) (4)			1,076,088.00	
0003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. . Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 1: September 28, 2016 through September 27, 2017.	(b) (4)			114,975.00	
1001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated (b) (7)(E) Bed Days)  Orders from this Contract will be issued through the issuance of a task order. . Amount: \$0.00 (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 1: September 28, 2016 through September 27, 2017.		DA	0.00	0.00	
1001A	Detention Bed Days, Guaranteed Minimum, Beds Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 6	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	(b) (4) Unit of Issue DA is equivalent to Bed-Day. . Amount: (b) (4) (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 1: September 28, 2016 through September 27, 2017.					
1001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b) (4) Unit of Issue DA is equivalent to Bed-Day. . Amount: (b) (4) (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 1: September 28, 2016 through September 27, 2017.	(b) (4)			0.00	
1002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT  Orders from this Contract will be issued through the issuance of a task order. . Amount: \$0.00 (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 1: September 28, 2016 through September 27, 2017.				0.00	
1002A	Transportation Fixed Flat Rate for Eighteen (b) (7) Vehicles. These vehicles are:  1. (b) (7)(E) Bus 2. Transporters 3. Utility Vehicle. 4. ADA Van 5. Van. Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 7	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	<p>Unit of Issue MO is equivalent to Month. Amount: (b) (4) (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>OPTION YEAR 1: September 28, 2016 through September 27, 2017.</p>					
1002B	<p>Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month.</p> <p>(b) (4) Amount: (b) (4) (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>OPTION YEAR 1: September 28, 2016 through September 27, 2017.</p>	(b) (4)			0.00	
1002C	<p>Estimated Travel Cost Inclusive of Lodging and Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot.</p> <p>(b) (4) Amount: (b) (4) (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>OPTION YEAR 1: September 28, 2016 through September 27, 2017.</p>	(b) (4)			0.00	
1002D	<p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in Continued ...</p>	(b) (4)			0.00	

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NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.  Amount: (b) (4) (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 1: September 28, 2016 through September 27, 2017.				
1002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.  Amount: (b) (4) (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 1: September 28, 2016 through September 27, 2017.	(b) (4)			0.00
1002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washington (b) (7)(E) Transporter  For Medford, Oregon:  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) (Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 1: September 28, 2016 through Continued ...	(b) (4)			0.00

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 9	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
1003	September 27, 2017.  Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.  Amount: (b) (4) Option Line Item) 09/28/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 2: September 28, 2017 through September 27, 2018.	(b) (4)			0.00	
2001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimate (b) (7)(E) Bed Days)  Orders from this Contract will be issued through the issuance of a task order.  Amount: \$0.00 (Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 2: September 28, 2017 through September 27, 2018.		DA	0.00	0.00	
2001A	Detention Bed Days, Guaranteed Minimum, Beds (b) (4)  Unit of Issue DA is equivalent to Bed-Day.  Amount: (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 2: September 28, 2017 through September 27, 2018.	(b) (4)			0.00	
2001B	Detention Bed Days, Above Guaranteed Minimum, Continued ...	(b) (4)			0.00	

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NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Beds of (b) (4) . Unit of Issue DA is equivalent to Bed-Day. . Amount: (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 2: September 28, 2017 through September 27, 2018.					
2002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT  Orders from this Contract will be issued through the issuance of a task order. . Amount: \$0.00 (Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 2: September 28, 2017 through September 27, 2018.				0.00	
2002A	Transportation Fixed Flat Rate for (b) (7)(E) Vehicles. These vehicles are:  1 (b) (7)(E) Bus 2 (b) (7)(E) Transporters 3 (b) (7)(E) Utility Vehicle. 4 (b) (7)(E) ADA Van 5 (b) (7)(E) Van. . Unit of Issue MO is equivalent to Month. Amount: (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 2: September 28, 2017 through September 27, 2018.		(b) (4)		0.00	
2002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Continued ...		(b) (4)		0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 11	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month. . Amount: (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 2: September 28, 2017 through September 27, 2018.					
2002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot. . Amount: (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 2: September 28, 2017 through September 27, 2018.	(b) (4)			0.00	
2002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour. . Amount: (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 2: September 28, 2017 through September 27, 2018. Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 12	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
2002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.  Amount (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 2: September 28, 2017 through September 27, 2018.	(b) (4)			0.00	
2002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washington (b) (7)(E) Transporter  For Medford, Oregon:  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 2: September 28, 2017 through September 27, 2018.	(b) (4)			0.00	
2003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.  Amount (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 13	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
3001	<p>OPTION YEAR 3: September 28, 2018 through September 27, 2019.</p> <p>DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (b) (7)(E), (b) (4) Bed Days)</p> <p>Orders from this Contract will be issued through the issuance of a task order.</p> <p>Amount: \$0.00 (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>		DA	0.00	0.00	
3001A	<p>OPTION YEAR 3: September 28, 2018 through September 27, 2019.</p> <p>Detention Bed Days, Guaranteed Minimum, Beds (b) (4)</p> <p>Unit of Issue DA is equivalent to Bed-Day.</p> <p>Amount (b) (4) (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	(b) (4)			0.00	
3001B	<p>OPTION YEAR 3: September 28, 2018 through September 27, 2019.</p> <p>Detention Bed Days, Above Guaranteed Minimum, Beds of (b) (4)</p> <p>Unit of Issue DA is equivalent to Bed-Day.</p> <p>Amount: (b) (4) (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	(b) (4)			0.00	
3002	<p>OPTION YEAR 3: September 28, 2018 through September 27, 2019.</p> <p>TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT.</p> <p>Continued ...</p>				0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 14	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
3002A	<p>Amount: \$0.00 (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>OPTION YEAR 3: September 28, 2018 through September 27, 2019.</p> <p>Transportation Fixed Flat Rate for (b) (7)(E) Vehicles. These vehicles are:</p> <p>1. (b) (7)(E) Bus 2. (b) (7)(E) Transporters 3. (b) (7)(E) Utility Vehicle. 4. (b) (7)(E) ADA Van 5. (b) (7)(E) Van.</p> <p>Unit of Issue MO is equivalent to Month.</p> <p>Amount: (b) (4) (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>OPTION YEAR 3: September 28, 2018 through September 27, 2019.</p>			(b) (4)	0.00	
3002B	<p>Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month.</p> <p>Amount: (b) (4) (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>OPTION YEAR 3: September 28, 2018 through September 27, 2019.</p>			(b) (4)	0.00	
3002C	<p>Estimated Travel Cost Inclusive of Lodging and Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Continued ...</p>			(b) (4)	0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE OF 15 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot.  Amount (b) (4) (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 3: September 28, 2018 through September 27, 2019.				
3002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.  Amount (b) (4) (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 3: September 28, 2018 through September 27, 2019.	(b) (4)			0.00
3002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.  Amount: (b) (4) (Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 3: September 28, 2018 through Continued ...	(b) (4)			0.00

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 16	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
3002F	September 27, 2019.  Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washington: (b) (7)(E) Transporter  For Medford, Oregon: (b) (7) Transporters  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 3: September 28, 2018 through September 27, 2019.	(b) (4)			0.00	
3003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.  Amount (b) (4) Option Line Item) 09/28/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 4: September 28, 2019 through September 27, 2020.	(b) (4)			0.00	
4001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (b) (7)(E), (b) (4)  Orders from this Contract will be issued through the issuance of a task order.  Amount: \$0.00 (Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Continued ...				0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 17	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	OPTION YEAR 4: September 28, 2019 through September 27, 2020.					
4001A	Detention Bed Days, Guaranteed Minimum Beds, (b) (4) Unit of Issue DA is equivalent to Bed-Day. Amount: (b) (4) Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b) (4)	(b) (4)		0.00	
4001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b) (4) Unit of Issue DA is equivalent to Bed-Day. Amount: (b) (4) Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b) (4)			0.00	
4002	OPTION YEAR 4: September 28, 2019 through September 27, 2020. TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT. Amount: \$0.00 (Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00	
4002A	Transportation Fixed Flat Rate for Eighteen (18) Vehicles. These vehicles are: 1 (b) (7)(E) Bus 2 Transporters 3 Facility Vehicle. 4 DA Van 5 Van. Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 18	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Unit of Issue MO is equivalent to Month. . Amount: (b) (4) Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 4: September 28, 2019 through September 27, 2020.					
4002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed (b) (4) Unit of Issue MO is equivalent to Month. . Amount: (b) (4) Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 4: September 28, 2019 through September 27, 2020.	(b) (4)			0.00	
4002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot. . Amount: (b) (4) Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 4: September 28, 2019 through September 27, 2020.	(b) (4)			0.00	
4002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 19	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.  Amount: (b) (4) Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 4: September 28, 2019 through September 27, 2020.					
4002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.  Amount: (b) (4) Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 4: September 28, 2019 through September 27, 2020.	(b) (4)			0.00	
4002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washington (b) (7)(E)  For Medford, Oregon:  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 4: September 28, 2019 through Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 20	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
4003	September 27, 2020.  Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.  Amount: (b) (4) (Option Line Item) 09/28/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.	(b) (4)			0.00	
5001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (b) (4)  Orders from this Contract will be issued through the issuance of a task order.  Amount: \$0.00 (Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.				0.00	
5001A	Detention Bed Days, Guaranteed Minimum Beds, (b) (4) Beds/Day. (b) (4) Unit of Issue DA is equivalent to Bed-Day.  Amount: (b) (4) (Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.	(b) (4)			0.00	
5001B	Detention Bed Days, Above Guaranteed Minimum, (b) (4) Beds of (b) (4) Unit of Issue Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 21	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	DA is equivalent to Bed-Day. Amount: (b) (4) Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.					
5002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT.  Amount: \$0.00 (Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.				0.00	
5002A	Transportation Fixed Flat Rate for (b) (7)(E) Vehicles. These vehicles are:  1. (b) (7)(E) Bus 2. (b) (7)(E) Transporters 3. (b) (7)(E) Utility Vehicle. 4. (b) (7)(E) ADA Van 5. (b) (7)(E) Van.  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.			(b) (4)	0.00	
5002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2020 Continued ...			(b) (4)	0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 22	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
5002C	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.  Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot.  Amount: (b) (4) Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.	(b) (4)			0.00	
5002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.  Amount: (b) (4) Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.	(b) (4)			0.00	
5002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 23	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.  Amount: (b) (4) (Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.					
5002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washington: (b) (7)(E) transporter  For Medford, Oregon: (b) (7)(E)  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) (Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 5: September 28, 2020 through September 27, 2021.	(b) (4)			0.00	
5003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. Amount: (b) (4) (Option Line Item) 09/28/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 6: September 28, 2021 through September 27, 2022.	(b) (4)			0.00	
6001	DETENTION SERVICES LAW THE PERFORMANCE WORK STATEMENT (b) (7)(E), (b) (4) Continue (b) (7)(E), (b) (4)				0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 24	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Orders from this Contract will be issued through the issuance of a task order. . Amount: \$0.00 (Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 6: September 28, 2021 through September 27, 2022.					
6001A	Detention Bed Days, Guaranteed Minimum Beds (b) (4) Beds/Day. (b) (4) Unit of Issue DA is equivalent to Bed-Day. . Amount: (b) (4) (Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 6: September 28, 2021 through September 27, 2022.	(b) (4)	(b) (4)		0.00	
6001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b) (4) Unit of Issue DA is equivalent to Bed-Day. Amount: (b) (4) (Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 6: September 28, 2021 through September 27, 2022.	(b) (4)			0.00	
6002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT. . Amount: \$0.00 (Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 6: September 28, 2021 through September 27, 2022. Continued ...				0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015		PAGE 25	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
6002A	Transportation Fixed Flat Rate for (b) (7)(E) Vehicles. These vehicles are:  1. (b) (7)(E) Bus 2. (b) (7)(E) Transporters 3. (b) (7)(E) Utility Vehicle. 4. (b) (7)(E) ADA Van 5. (b) (7)(E) Van.  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 6: September 28, 2021 through September 27, 2022.	(b) (4)			0.00
6002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 6: September 28, 2021 through September 27, 2022.	(b) (4)			0.00
6002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot.  Amount: (b) (4) Option Line Item) 09/28/2021 Product/Service Code: S206 Continued ...	(b) (4)			0.00

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 26	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
6002D	Product/Service Description: HOUSEKEEPING- GUARD  . OPTION YEAR 6: September 28, 2021 through September 27, 2022.  OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.  . Amount: (b) (4) Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  . OPTION YEAR 6: September 28, 2021 through September 27, 2022.	(b) (4)			0.00	
6002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.  . Amount (b) (4) Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  . OPTION YEAR 6: September 28, 2021 through September 27, 2022.	(b) (4)			0.00	
6002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washington: (b) (7)(E) Transporter  For Medford, Oregon (b) (7)(E) transporters Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015		PAGE 27	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Unit of Issue MO is equivalent to Month. . Amount: (b) (4) (Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 6: September 28, 2021 through September 27, 2022.				
6003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. Amount: (b) (4) (Option Line Item) 09/28/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 7: September 28, 2022 through September 27, 2023.		(b) (4)		0.00
7001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimate (b) (7)(E), Bed Days) (b) (4) Orders from this Contract will be issued through the issuance of a task order. . Amount: \$0.00 (Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 7: September 28, 2022 through September 27, 2023.				0.00
7001A	Detention Bed Days, Guaranteed Minimum Beds, Beds/Day. (b) (4) Unit of Issue DA is equivalent to Bed-Day. . . Amount: (b) (4) (Option Line Item) 09/28/2022 Product/Service Code: S206 Continued ...		(b) (4)	(b) (4)	0.00

CONTINUATION SHEET		REFERENCE NO OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 28	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 7: September 28, 2022 through September 27, 2023.					
7001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b) (4) Unit of Issue DA is equivalent to Bed-Day. Amount: (b) (4) Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 7: September 28, 2022 through September 27, 2023.	(b) (4)			0.00	
7002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT.  Amount: \$0.00 (Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 7: September 28, 2022 through September 27, 2023.				0.00	
7002A	Transportation Fixed Flat Rate for (b) (7)(E) Vehicles. These vehicles are: (b) (7)(E) Bus (b) (7)(E) Transporters (b) (7)(E) Utility Vehicle. (b) (7)(E) ADA Van (b) (7)(E) Van.  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 7: September 28, 2022 through September 27, 2023.  Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 29	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
7002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 7: September 28, 2022 through September 27, 2023.	(b) (4)			0.00	
7002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot.  Amount: (b) (4) Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 7: September 28, 2022 through September 27, 2023.	(b) (4)			0.00	
7002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.  Amount: (b) (4) Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 30	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
7002E	<p>OPTION YEAR 7: September 28, 2022 through September 27, 2023.</p> <p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.</p> <p>Amount: (b) (4) Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	(b) (4)			0.00	
7002F	<p>OPTION YEAR 7: September 28, 2022 through September 27, 2023.</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>(b) (7)(E)</p> <p>For Yakima, Washington: Transporter</p> <p>For Medford, Oregon:</p> <p>Unit of Issue MO is equivalent to Month.</p> <p>Amount: (b) (4) Option Line Item) 09/28/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	(b) (4)			0.00	
7003	<p>OPTION YEAR 7: September 28, 2022 through September 27, 2023.</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.</p> <p>Amount: (b) (4) Option Line Item) 09/28/2022 Product/Service Code: S206 Continued ...</p>	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 31	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
8001	Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 8: September 28, 2023 through September 27, 2024.  DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated (b) (7) Bed Days) (E) (b)  Orders from this Contract will be issued through the issuance of a task order.  Amount: \$0.00 (Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 8: September 28, 2023 through September 27, 2024.				0.00	
8001A	Detention Bed Days, Guaranteed Minimum Beds, Beds/Day. (b) (4) Unit of Issue DA is equivalent to Bed-Day.  Amount: (b) (4) Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 8: September 28, 2023 through September 27, 2024.	(b) (4)	(b) (4)		0.00	
8001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b) (4) Unit of Issue DA is equivalent to Bed-Day. Amount: (b) (4) Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 8: September 28, 2023 through September 27, 2024.	(b) (4)			0.00	
8002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT.  Continued ...				0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 32	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Amount: \$0.00 (Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 8: September 28, 2023 through September 27, 2024.					
8002A	Transportation Fixed Flat Rate for (b) (7)(E) Vehicles. These vehicles are:  1. (b) (7)(E) Bus 2. (b) (7)(E) Transporters 3. (b) (7)(E) Utility Vehicle. 4. (b) (7)(E) DA Van 5. (b) (7)(E) Van.  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) (Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 8: September 28, 2023 through September 27, 2024.		(b) (4)	(b) (4)	0.00	
8002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month.  Amount: (b) (4) (Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 8: September 28, 2023 through September 27, 2024.		(b) (4)	(b) (4)	0.00	
8002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates Continued ...		(b) (4)	(b) (4)	0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 33	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	<p>of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot.</p> <p>. Amount: (b) (4) (Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>. OPTION YEAR 8: September 28, 2023 through September 27, 2024.</p>					
8002D	<p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.</p> <p>. Amount: (b) (4) (Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>. OPTION YEAR 8: September 28, 2023 through September 27, 2024.</p>	(b) (4)			0.00	
8002E	<p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.</p> <p>. Amount: (b) (4) (Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>. OPTION YEAR 8: September 28, 2023 through September 27, 2024. Continued ...</p>	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 34	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
8002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washington: (b) (7)(E) Transporter  For Medford, Oregon: (b) (7) ransporters  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 8: September 28, 2023 through September 27, 2024.	(b) (4)			0.00	
8003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. Amount: (b) (4) Option Line Item) 09/28/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 9: September 28, 2024 through September 27, 2025.	(b) (4)			0.00	
9001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated (b) (7) Bed Days)  Orders from this Contract will be issued through the issuance of a task order.  Amount: \$0.00 (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 9: September 28, 2024 through September 27, 2025.  Continued ...				0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 35	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
9001A	Detention Bed Days, Guaranteed Minimum Beds, (b) (4) Beds/Day. (b) (4) Unit of Issue DA is equivalent to Bed-Day.  Amount: (b) (4) (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 9: September 28, 2024 through September 27, 2025.	(b) (4)	(b) (4)		0.00	
9001B	Detention Bed Days, Above Guaranteed Minimum, (b) (4) Beds (b) (4) Unit of Issue DA is equivalent to Bed-Day. Amount: (b) (4) (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 9: September 28, 2024 through September 27, 2025.	(b) (4)			0.00	
9002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT.  Amount: \$0.00 (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  OPTION YEAR 9: September 28, 2024 through September 27, 2025.				0.00	
9002A	Transportation Fixed Flat Rate for (b) (7)(E) Vehicles. These vehicles are:  1. (b) (7)(E) Bus 2. (b) (7)(E) Transporters 3. (b) (7)(E) Utility Vehicle. 4. (b) (7)(E) DA Van 5. (b) (7)(E) Van.  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) (Option Line Item) Continued ...	(b) (7)(E)	(b) (4)		0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015		PAGE 36	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9002B	09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 9: September 28, 2024 through September 27, 2025. Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month. . Amount: (b) (4) (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 9: September 28, 2024 through September 27, 2025.	(b) (4)			0.00
9002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot. . Amount: (b) (4) (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 9: September 28, 2024 through September 27, 2025.	(b) (4)			0.00
9002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior Continued ...	(b) (4)			0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour. . Amount: (b) (4) (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 9: September 28, 2024 through September 27, 2025.				
9002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours. . Amount: (b) (4) (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 9: September 28, 2024 through September 27, 2025.	(b) (4)			0.00
9002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.  For Yakima, Washing (b) (7)(E) Transporter For Medford, Oregon  Unit of Issue MO is equivalent to Month. . Amount: (b) (4) (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . OPTION YEAR 9: September 28, 2024 through September 27, 2025.	(b) (4)			0.00
9003	Detainee Volunteer Wages for the Detainee Work Continued ...	(b) (4)			0.00

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015		PAGE 38	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. Amount: (b) (4) (Option Line Item) 09/28/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  In Accordance with FAR 52.217-8 Option to Extend Services  OPTION YEAR 9: September 28, 2025 through March 27, 2026.				
9004	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated (b) (7)(E), d Days) (b) (4) Orders from this Contract will be issued through the issuance of a task order.  Amount: \$0.00 (Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  In Accordance with FAR 52.217-8 Option to Extend Services.  OPTION YEAR 9: September 28, 2025 through March 27, 2026.				0.00
9004A	Detention Bed Days, Guaranteed Minimum Beds, (b) (4) (b) (4) Beds/Day. (b) (4) Unit of Issue DA is equivalent to Bed-Day.  Amount (b) (4) (Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  In Accordance with FAR 52.217-8 Option to Extend Services.  OPTION YEAR 9: September 28, 2025 through March Continued ...				0.00

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 39	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	27, 2026.					
9004B	Detention Bed Days, Above Guaranteed Minimum, Beds (b) (4) Unit of Issue DA is equivalent to Bed-Day. Amount: (b) (4) (Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  In Accordance with FAR 52.217-8 Option to Extend Services.  OPTION YEAR 9: September 28, 2025 through March 27, 2026.	(b) (4)			0.00	
9005	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT.  Amount: \$0.00 (Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  In Accordance with FAR 52.217-8 Option to Extend Services.  OPTION YEAR 9: September 28, 2025 through March 27, 2026.				0.00	
9005A	Transportation Fixed Flat Rate for Eighteen (18) Vehicles. These vehicles are: (b) (7)(E) 1. Bus 2. Transporters 3. Utility Vehicle. 4. ADA Van 5. Van.  Unit of Issue MO is equivalent to Month.  Amount: (b) (4) (Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Continued ...	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 40	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
9005B	In Accordance with FAR 52.217-8 Option to Extend Services. . OPTION YEAR 9: September 28, 2025 through March 27, 2026. .					
	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b) (4) Unit of Issue MO is equivalent to Month. . Amount: (b) (4) Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . In Accordance with FAR 52.217-8 Option to Extend Services. . OPTION YEAR 9: September 28, 2025 through March 27, 2026. .		(b) (4)		0.00	
9005C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is NOT-TO EXCEED of (b) (4) Unit of issue LO is equivalent to Lot. . Amount: (b) (4) Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . In Accordance with FAR 52.217-8 Option to Extend Services. . OPTION YEAR 9: September 28, 2025 through March 27, 2026. .					
	Continued ...		(b) (4)		0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015			PAGE 41	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
9005D	<p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue of HR is equivalent to Hour.</p> <p>Amount: (b) (4) (Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>In Accordance with FAR 52.217-8 Option to Extend Services.</p> <p>OPTION YEAR 9: September 28, 2025 through March 27, 2026.</p>	(b) (4)			0.00	
9005E	<p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Unit of Issue HR is equivalent to Hours.</p> <p>Amount: (b) (4) (Option Line Item) 09/28/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>In Accordance with FAR 52.217-8 Option to Extend Services.</p> <p>OPTION YEAR 9: September 28, 2025 through March 27, 2026.</p>	(b) (4)			0.00	
9005F	<p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b) (7)(E) Transporter Continued ...</p>	(b) (4)			0.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-15-D-00015		PAGE 42	OF 115
NAME OF OFFEROR OR CONTRACTOR GEO GROUP INC THE					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>For Medford, Oregon: (b) (7) Transporters</p> <p>Unit of Issue MO is equivalent to Month.</p> <p>Amount: (b) (4) Option Line Item)</p> <p>09/28/2025</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>In Accordance with FAR 52.217-8 Option to Extend Services.</p> <p>OPTION YEAR 9: September 28, 2025 through March 27, 2026.</p>				
9006	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.</p> <p>Amount: (b) (4) Option Line Item)</p> <p>09/28/2025</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The total amount of award: (b) (4) The obligation for this award is shown in box 15G.</p>			(b) (4)	0.00

## **SECTION C – DESCRIPTION / SPECIFICATION**

### **PERFORMANCE WORK STATEMENT**

#### **I. INTRODUCTION**

##### **A. Objective**

The objective of this contract is to obtain a facility for the detention, transportation and food services for ICE detainees located in the Seattle, WA area in support of the ICE ERO-Seattle Field Office. The contractor shall furnish the facility and services inclusive of a trained and qualified management staff, supervision, manpower, relief officer(s), uniforms, equipment, vehicles, and supplies (which includes firearms, ammunition, body restraints, non-lethal devices, body armor, radios and cellular telephones) to provide support seven (7) days a week, twenty-four (24) hours per day.

ICE is anticipating a one (1) year base period with nine (9) one-year and one (1) six month optional periods, and a 60 day transition period.

##### **B. Background**

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation, and deportation of detainees in removal proceedings, and those subject to final order of removal from the United States. ICE houses detainees in Contractor-owned, Contractor-operated detention facilities, and other federal, state, local, and private facilities.

##### **C. Mission**

The mission of the ICE Enforcement and Removal Operations (ERO) Program is to identify, arrest, and remove aliens, who present a danger to national security or are a risk to public safety, as well as those who enter the United States illegally or otherwise undermine the integrity of our immigration laws and border control efforts. ERO upholds America's immigration laws at, within and beyond our borders through efficient enforcement and removal operations.

ERO currently maintains and operates various databases used to process cases located by Federal, state and local law enforcement agencies. ERO functions are directly reliant upon these activities. In implementing its mission, ERO is responsible for carrying out all orders for the required departure of detainees handed down in removal proceedings, or prior thereto, and arranging for detention of detainees when such detention becomes necessary.

##### **D. Partnership Philosophy**

A major intent of this acquisition is to create a "partnership" between ICE and the Contractor. ICE intends to structure the contract in a manner that ensures the Contractor's goals and objectives are in alignment with those of ICE. Superior performance on the Contractor's part will have both an indirect and direct effect on the accomplishment of ICE's mission. Within the context of the ICE/Contractor partnership, ICE does not use the terms "partner" and "partnership" as legal terms. The ICE/Contractor partnership will reflect the attributes of an open, collaborative, customer-oriented, and professional relationship. In addition to meeting the program objectives, the contractor is encouraged to:

1. Consistently take steps to understand ICE's crucial national security mission, its business issues and opportunities, and its responsibilities under Section 287(g), Immigration and Nationality Act.
2. Work collaboratively with other Federal, state and local law enforcement organizations, contractors, government agencies, and business partners to ensure success; and
3. Under a performance-based contract, performance measures and metrics will be used extensively to monitor contractor performance.

The following constraints comprise the statutory, regulatory, policy and operational considerations that will impact the contractor. The contractor is expected to become familiar with all constraints affecting the work

to be performed. These constraints may change over time; the contractor is expected to be knowledgeable of any changes to the constraints and perform in accordance with the most current version of the constraints. Constraints include, but are not limited to:

- a) Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply
- b) Department of Homeland Security Management Directive (MD) 11042.1 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information
- c) Department of Homeland Security Instruction Handbook 121-01-007, The Department of Homeland Security Personnel and Suitability Program
- d) Other applicable Executive Orders and Management Directives
- e) Post Orders
- f) General Directives
- g) American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website  
[http://www.aca.org/ACA\\_Prod\\_IMIS/ACA\\_Member/Standards\\_\\_\\_Accreditation/Standards/Purchase/ACA\\_Member/Standards\\_and\\_Accreditation/Standards\\_Books\\_\\_\\_Merchandise.aspx?hkey=9afcadb3-623d-4933-825d-32458db12f83](http://www.aca.org/ACA_Prod_IMIS/ACA_Member/Standards___Accreditation/Standards/Purchase/ACA_Member/Standards_and_Accreditation/Standards_Books___Merchandise.aspx?hkey=9afcadb3-623d-4933-825d-32458db12f83)
- h) ICE/ DHS Officer's Handbook (current and future editions, as issued)
- i) A Guide to Proper Conduct and Relationships with Aliens and the General Public
- j) The ICE/DHS Performance Base Detention Standards – A copy is obtainable on the ICE Internet website
- k) All rules and regulations governing usage of firearms, public buildings and grounds
- l) All regulations provided to the Contractor through the COR
- m) The Patriot Act of 2001
- n) The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208
- o) Federal Acquisition Regulations (FAR) and Department of Homeland Security Acquisition Regulations (HSAR)
- p) Applicable federal, state facility codes, rules, regulations and policies
- q) Applicable federal, state and local labor laws and codes
- r) Applicable federal, state and local firearm laws, regulations and codes
- s) Alignment with external sources (e.g. state and local law enforcement organizations)
- t) Pre-clearance approvals are required for access to ICE field staff, facilities and information
- u) Pre-employment suitability clearance is required for contract employees before any access is granted to ICE field staff, facilities and information
- v) All applicable environmental requirements, including Executive Orders and Management Directives
- w) Existing lease agreements
- x) DHS Non-Disclosure Agreement Requirements
- y) Organizational Conflict of Interest Provisions

Accomplishments of some ACA standards are augmented by DHS/ICE policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE policy and standards prevail.

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**E. Performance**

The Contractor shall perform all services in accordance with ICE 2011 Performance-Based National Detention Standards (PBNDS) (<http://www.ice.gov/detention-standards/2011/>) optimal and enhanced recreation, Prison Rape Elimination Act (PREA), American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCCHC), and state and local laws on firearms at all times. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE and third party inspectors will conduct periodic and unscheduled audits and inspections of the facility to ensure compliance with the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

Under this contract, the Contractor shall provide detention management services including the facility, detention officers, management personnel, supervision, manpower, training, certifications, licenses, drug testing, relief officer(s), uniforms, equipment, and supplies (to include firearms, ammunition, body restraints, non-lethal devices and body armor), and vehicles necessary to provide detention management and transportation services seven (7) days a week, twenty-four (24) hours per day. The Contractor shall also be responsible for other ancillary services including but not limited to transportation and food service.

The Contractor shall provide a safe and secure environment for staff and detainees. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facility, respond to emergencies, maintain accountability of tools, chemicals, and other potentially dangerous items, and maintain security. The Contractor shall monitor detainee programs and Contractor staff performance. In addition, the Contractor shall communicate policy, procedures, and operational practices in accordance with ICE written instructions and policy statements.

The facility shall accommodate (b) (7)(E), (b) (4) shall be in a special housing unit (segregation). The facility shall be located within 30 driving miles of Seattle/Tacoma (SeaTac) International Airport in the State of Washington. The facility shall also be located within appropriate proximity and access to emergency services (medical, fire protection, etc.)

Detainees are classified as (b) (7)(E) Contractor shall be responsible for detainee record keeping services and personal property. The Contractor shall create and update detainee records and the Government will store the records. All records will remain the property of the U.S. Government.

The Contractor shall provide stationary guard services at hospitals or miscellaneous locations as directed by the COR, and/or an ICE-designated official. Transportation duties shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COR, and/or an ICE-designated official. The Contractor shall agree to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. It is imperative that assigned posts are properly covered at all times or as deemed required and necessary by the Government. Public contact is prohibited unless authorized in advance by the COR or an ICE-designated official. Public contact consists of any visits with outsiders, not sanctioned by ICE, i.e. a visitor to see a detainee in the hospital.

The Contractor shall provide its own fully operational and well-maintained equipment and supplies necessary to fulfill the requirements.

The Contractor shall have 18 months from commencement of this contract to become ACA accredited. The Contractor shall, within nine months from the date of NTP, formally apply for accreditation to the ACA. The Contractor shall furnish written proof of such application to the COR within five days of the application. The Contractor shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

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The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

#### **F. Explanation of Terms/Acronyms**

1. **ADMINISTRATIVE SEGREGATION**: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. **ADULT DETENTION FACILITY (ADF)**: A facility which detains persons over the age of 18.
3. **ALIEN**: Any person who is not a citizen or national of the United States.
4. **AMERICAN CORRECTIONAL ASSOCIATION (ACA)**: The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. **BED-DAY**: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that occupies a bed in a housing unit or a detainee in custody for at least 4 hours in either a holding cell or staging area (not both). If the detainee is moved from the holding cell or staging area into a housing unit the same day, only one bed day charge is allowable. Bed day means day in not day out, and all days in between. The contractor may charge for day of arrival, but not day of departure.
6. **BED-DAY RATE**: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate to include all costs inclusive of direct costs, indirect costs, overhead and profit necessary to provide the detention and food service requirements described in the PWS.
7. **BOOKING**: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
8. **BUREAU OF PRISONS (BOP)**: The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. **CLASSIFICATION**: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
10. **CONTRABAND**: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
  - a. **Hard Contraband**: Any item that is inherently dangerous as a weapon or tool of violence, e.g., a knife, explosives, a "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
  - b. **Soft Contraband**: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to

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create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.

11. CONTRACTING OFFICER (CO): An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
12. CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
13. CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.
14. CONTRACTOR EMPLOYEE: An employee of a private Contractor hired to perform a variety of detailed services under this contract.
15. CONTROL ROOM: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
16. CREDENTIALS: Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
17. DEPARTMENT OF HOMELAND SECURITY (DHS): A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
18. DEPARTMENT OF JUSTICE (DOJ): A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
19. DESIGNATED SERVICE OFFICIAL: An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Field Office Director to represent ICE on matters pertaining to the operation of the facility.
20. DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
21. DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
  1. Detainee, Personal Property
  2. Receipts, Visitors List, Photographs
  3. Fingerprints, Disciplinary Infractions
  4. Actions Taken, Grievance Reports, Medical
  5. Records, Work Assignments, Program Participation
  6. Miscellaneous Correspondence, etc.
22. DETENTION SERVICES MANAGER (DSM): Responsible for ensuring that the conditions of residential facilities that house ICE detainees are safe, secure and humane. Serves as a liaison for the agency, evaluating and ensuring that residential detention facilities are administered and operated according to ICE requirements, expectations and terms of operating agreements.
23. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
24. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

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25. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegate authority, and/or assigns responsibilities.
26. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
27. IMMIGRAATION AND CUSTOMS ENFORCEMMENT HEALTH SERVICE CORP (IHSC): A unit of the U.S. Public Health Service dedicated to providing medical services for ICE facilities.
28. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): Enforcement and Removal Operations (ERO) oversees programs and conducts operations to identify and apprehend removable aliens, to detain these individuals when necessary, and to remove illegal aliens from the United States. ERO prioritizes the apprehension, arrest, and removal of convicted criminals, those who pose a threat to national security, fugitives, recent border entrants, and aliens who thwart immigration controls.

ERO manages all logistical aspects of the removal process, including domestic transportation, detention, alternatives to detention programs, bond management, and supervised release. In addition, ERO repatriates aliens ordered removed from the United States

29. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
30. ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.
31. ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
32. ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
33. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
34. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
35. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ.
36. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
37. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
38. FIELD MEDICAL COORDINATOR (FMC): Coordinates medical, mental health, dental and durable medical equipment services for individuals in the custody of ICE; provide case coordination and monitoring on high risk and problem prone cases and inter-facility admissions to Short Stay Units pursuant to the IHSC National Policies and Procedures. The FMC provide medical consultation services and screening of individuals in ICE custody to the Field Office Director and staff to which he/she is assigned. The FMC conducts routine and ad hoc visits to ICE-designated facilities within the Field Officer Director's Area of Responsibility. The FMC serves as the medical subject matter expert for the Field Office Director and will serve as the liaison between the FOD and the IHSC.

39. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
40. GOVERNMENT: Refers to the United States Government.
41. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
42. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
43. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
44. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
45. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
46. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
47. ICE AIR OPERATIONS: Provides aviation support, both domestically and internationally, to the ERO Field Offices that are strategically located throughout the United States.
48. ICE HEALTH SERVICE CORPS (IHSC): Provides oversight of medical care and public health services to detained aliens in the custody of ICE.
49. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
50. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
51. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceeding, or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.
52. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
53. LOG BOOK: The official record of post operations and inspections.
54. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
55. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
56. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
57. MILEAGE RATE: a fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs

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58. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
59. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
60. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
61. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office, which implements a component-wide personnel security program.
62. OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
63. ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COR and shall include, but is not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.
64. (b) (7)(E)
65. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
66. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
67. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
68. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
69. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
70. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
71. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
72. PROPERTY: Refers to personal property belonging to a detainee.
73. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
74. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
75. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
76. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible

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for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract and is based on the American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF) and ICE Performance Based National Detention Standards (PBNDS). The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.

77. QUALITY CONTROL (QC): The Contractor's inspection system, which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.
78. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
79. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
80. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
81. SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
82. (b) (7)(E)
- 83.
- 84.
85. SECURITY RISK – HIGH, MEDIUM, LOW  
(b) (7)(E)
86. SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.
87. SIGNIFICANT EVENT NOTIFICATION REPORT (SEN): A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
88. SPECIAL MANAGEMENT UNIT (SMU): A housing unit for detainees in administrative or disciplinary segregation.
89. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.

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90. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
91. (b) (7)(E)
- 92.
93. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
94. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified and certification shall be approved by the COR or ICE-designated employee.
95. TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
96. TRANSPORTATION SERVICE COST: An all-inclusive or burdened rate. Cost includes but is not limited to labor, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, court hearings, interviews, doctor's appointments, ICE Air/airports, and transporting in-between detention facilities (counties, state and federal).
97. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
98. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

#### **Ambiguities**

All services must comply with the Performance Work Statement (PWS) and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COR does not have authority to modify the stated terms of the contract, or to approve any action that would result in additional charges to the Government. The CO will make all modifications in writing.

#### **G. Hold Harmless**

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorney's fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death,

bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

The Contractor shall notify the COR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE PBNDS on News Media Interviews and Tours. The Contractor shall coordinate all public information related issues with the COR or ICE-designated employee. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

#### **H. Exclusivity**

The Contractor agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the CO. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

## **II. REQUIREMENTS**

### **A. Quality Control**

The Contractor shall provide a final Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The final QCP is due 30 days after award of the contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP, results of which are reportable in a deliverable to ICE. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

### **B. Quality Assurance Surveillance Plan (QASP)**

The ICE QASP is attached to this PWS and sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

#### **1. The purpose of the QASP is to:**

- Define the roles and responsibilities of participating Government officials.
- Define the types of work to be performed.

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- Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- Describe the process of performance documentation.

## 2. Roles and Responsibilities of Participating Government Officials

The COR(s) is the main Government official responsible for oversight of the contractor performance and assessing, recording, and reporting on the technical performance of the Contractor. The COR(s) will have primary responsibility for completing the "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance. The COR is responsible for providing within-scope technical direction to the contractor, approving invoices, and approving contractor incurrence of costs within the CLIN schedule. The COR does not have authority to alter, change, or otherwise modify any requirements of the PWS.

ICE Designated Official(s) are ICE Officers responsible for providing information to the contractor in order for the contractor to perform specific duties. The contractor uses this information to perform tasks in performance of the contract (including but not limited to: preparing a specific number of meals, the movement of detainees to specific locations within the facility, the transportation of detainees to specific locations, and utilization of contractor Disturbance Control Team). The ICE Designated Official(s) do not have authority to provide technical direction to the contractor, request work outside the scope of the PWS, or otherwise direct the contractor to incur any costs not covered by the PWS or CLIN schedule.

The Contracting Officer (CO) has administrative responsibility for overall contract enforcement. The CO is responsible for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COR's evaluation of the Contractor's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance as outlined in the PRS. The CO is the only person authorized to alter, change, or otherwise modify the terms and conditions of the contract.

### C. Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this PWS are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

### D. Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

### E. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COR(s) on a weekly basis or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

### F. Contractor's Employee Manual

The Contractor shall provide Employee Manual, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment

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4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Physical fitness for duty
6. Screening employees for illegal drug use
7. Holidays, leave, and work hours
8. Personnel records, employee evaluations, promotion, and retirement
9. Training
10. Standards of conduct, disciplinary procedures, and grievance procedures
11. Resignation and termination
12. Employee-management relations
13. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the Employee Manual to the Contractor's employees at the facility. Upon request by the COR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

**G. Facility Staffing Plan and Key Personnel**

The Contractor shall provide a staffing plan that addresses, at a minimum, the identified staffing needs, minimum personnel qualification standards, special personnel requirements, and key personnel to be employed in connection with this contract, as outlined in the PWS.

Key personnel shall not hold simultaneous positions.

The Contractor Staffing Plan shall:

- Address minimum staffing requirements and key personnel to be employed to ensure compliance with the contract.
- Incorporate the provision of staffing rosters and monthly vacancy rate information to the COR.
- Include Stand-By and Reserve Force staffing plans as part of the Contractor's emergency plans.
- Detail supervisory roles and duties in accordance with the requirements of the SOO and all applicable standards and policies.

The Contractor shall staff the post-positions in accordance with the Contractor submitted and Government acknowledged Contractor Staffing Plan.

The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the Staffing Plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the approved staffing plan.

Failure to fill any individual position within 120 days of the vacancy will result in a deduction from the monthly invoice. The Government will calculate the deduction retroactive to day one of the vacancy, excluding the days for Government's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services. Supervisors shall be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement.

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Supervisory Detention Officers shall be knowledgeable of ACA standards and requirements, and shall receive ACA accredited training in their basic and annual refresher training. The duties of Supervisory Detention Officers shall include but are not limited to:

- Providing close supervisory control to the Detention Officers.
- Reviewing Log Books, records and reports.
- Performing daily inspections of Detention Officer performances.
- Maintaining and updating of Post Orders.
- Enforcing ICE/DHS policies and procedures.
- Providing oversight to prevent detainee escapes and ensure accuracy of all detainee records.
- Inspecting all detainee housing areas at least once per shift, correcting discrepancies, and/or reporting discrepancies to the Government.

#### **H. Minimum Staffing Requirements**

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. Staffing must be sufficient to cover the posts based on the approved staffing plan. The Contractor shall provide daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be filed and available for review upon request of the COR for the entire length of the contract.

#### **I. Supervisory Staffing**

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

#### **J. Key Personnel**

The Contracting Officer Representative will provide written approval before any key personnel are assigned to perform duties under this contract. The Contractor shall have key personnel employed and on-site before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are the key personnel and required qualifications for the performance of this contract.

- a. **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c. **Supervisory Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.

- d. **Training Officers.** Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
- e. **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. **Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor and the position will be located at the facility.

To establish and maintain a congenial line of communication with the Contractor, the Contractor's Warden/Facility Director and the COR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

**K. Organizational Chart**

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO or COR upon request.

**L. Employee Standards**

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

**M. Training Program**

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in the ICE PBNDS, ACA Standards, ERO mandated training and the PWS. The training plan shall include proficiency testing, remediation (if necessary), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award and before contract performance begins the Contractor shall submit the training plan to the COR for review. The Contractor is not to begin training until the COR has approved the training plan.

**N. Housing, Health and Medical Care, Transportation, and Stationary Guards**

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process, per ICE PBNDS.

**1. Detention Site Standards**

The Contractor shall ensure that detention sites conform to ICE PBNDS and ACA Standards. A fire and emergency plan shall exist and shall be adhered to at all times. The Contractor shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free.

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- b. Have a suitable waste disposal program.
- c. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per ICE PBNDS.
- d. The Contractor shall provide and distribute appropriate clean blankets.
- e. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COR or ICE-designated employee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COR, ICE-designated employee, or other officials to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COR for approval.

## **2. Health and Medical Care**

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the COR and/or ICE-designated employee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

## **3. Medical Services**

IHSC is responsible for providing all health care services for detainees in the custody of ICE. IHSC provides medical coverage at the facility.

The Contractor will ensure that its employees notify IHSC medical and health care staff of detainee health complaints/conditions when brought to their attention.

In addition, IHSC acts as the agent and final health authority for ICE on all off-site detainee medical and health-related matters. The relationship of the IHSC to the detainee equals that of physician to patient. IHSC coordinates and arranges off-site medical care (e.g., emergency care, off-site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). For medical care provided outside the facility, the IHSC may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. All healthcare expenditures must be approved and authorized by IHSC. ICE may refuse to reimburse the Contractor for non-emergency medical costs incurred that were not pre-approved by the IHSC.

The Contractor agrees to accept and provide for the secure transport, custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies,

procedures, or court orders applicable to the operations of the facility. The Contractor shall provide contract detention officers to cover the medical unit in accordance with the approved staffing plan. In addition, when patients are housed in the infirmary, an additional contract detention officer shall be posted to the unit at all times. The Contractor shall coordinate and escort detainees to the medical clinic for sick call, appointments, and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic. Additional contract detention officers shall be reassigned from other flexible posts within the facility to meet IHSC's workload.

#### **4. Facility Requirements for Infectious Disease Screening**

The Contractor will ensure that there is adequate space to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

#### **5. Infectious Disease Screening**

In order to prevent the transmission of TB to the resident population of a detention facility, the Contractor will provide adequate space to perform TB screening as part of the routine infectious disease screening process. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB (turnaround time for chest x-ray interpretation should be four hours or less). Detainees who are found to be infected or where there is a possibility that they are infected will be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.

#### **6. Tele-radiology Medical Provider**

The Contractor shall provide adequate space for the use of services of the ICE Tele-radiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Contractor shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a tele-radiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports.

(b) (7)(E)



(b) (7)(E)



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(b) (7)(E)



**P. Remote Post - Stationary Detention Services:**

(b) (7)(E)



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(b) (7)(E)

**Q. Effectuating Departure of Detainees**

Contract employees shall effectuate departures. Effectuating departure requires Contract employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contract employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

**III. PERSONNEL**

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior, and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

**A. Minimum Standards of Employee Conduct**

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from

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the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.

8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employment by the Government to perform work under this contract.

#### **B. Minimum Personnel Qualification Standards**

The Contractor shall agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have general experience that demonstrates the following:
  - a. The ability to greet and deal tactfully with the general public;
  - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
  - d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain current/physical residency in the continental United States.

#### **C. Health Requirements for All Officers**

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

The Medical Record – Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COR that each Detention Officer is in full compliance with the following:

1. Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.

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2. Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
3. Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
4. Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Officers shall possess unimpaired use of hands, arms, legs, and feet. Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COR. If the COR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

#### **D. Random Drug Testing**

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COR within 24 hours after receipt.

#### **E. Contraband Program and Inspection**

A contraband control program shall be established in accordance with ICE PBNDS on Contraband and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

#### **F. Removal from Duty**

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification

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credentials and complete any required dispositions. The Contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
2. Possessing a record of arrests.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or onto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Contractor shall take action immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COR;
13. Repeated failure to comply with visitor procedures as determined by the COR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;

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15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

#### **G. Tour of Duty Restrictions**

The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

#### **H. Dual Positions**

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement.

A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

#### **I. Post Relief**

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. When the Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Officers on break.

#### **J. Personnel Files**

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

#### **K. Uniform Requirements**

These requirements apply to Supervisory Detention Officers and Contract Detention Officers who perform work under the contract.

##### **1. Uniforms:**

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COR shall be replaced by the Contractor.

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The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), shoes or boots (mandatory), hat, jacket, duty belt, mini-mag flashlight and holder, handheld radio handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COR for approval.

## **2. Identification Credentials:**

(b) (7)(E)



### **1. Business Permits and Licenses**

The Contractor shall obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the ICE work site is located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

### **2. Licensing of Employees**

The Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

### **3. Jurisdiction**

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor shall not extend its services into any other areas.

## **M. Encroachment**

Contract employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE. Contract employees shall not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

## **N. Work Schedules**

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

### **1. Post Work Schedules**

One week in advance, the Contractor shall prepare supervisory and Detention Officer work-schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared

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on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COR. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

**2. Starting and Stopping Work**

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

**3. Recording Presence**

The Contractor shall direct its employees to sign/clock in when reporting for work, and to sign/clock out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139 or other like document/electronic database. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

**4. Rest Period**

When a contract supervisor authorizes rest and relief periods for the Contract Detention Officers, a substitute officer shall be assigned to the post.

**5. Work Relief**

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other designated form approved by ICE COR. The Contractor shall enforce the procedure without exceptions.

**IV. BACKGROUND AND CLEARANCE PROCEDURES**

**SECURITY REQUIREMENTS  
REQUIRED SECURITY LANGUAGE FOR  
SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACTS**

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract *TBD at award* requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

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**A. PRELIMINARY DETERMINATION**

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0 (<http://www.dhs.gov/departments-homeland-security-management-directives>). The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

**B. BACKGROUND INVESTIGATIONS**

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor: Standard Form 85P "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (Original and One Copy)

Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)

Two FD Form 258, "Fingerprint Card"

Foreign National Relatives or Associates Statement (Original and One Copy)

DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" (Original and One Copy)

Optional Form 306 Declaration for Federal Employment (applies to contractors as well) (Original and One Copy)

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DOD CAF) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

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Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

**C. TRANSFERS FROM OTHER DHS CONTRACTS:**

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

**D. CONTINUED ELIGIBILITY**

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

**E. REQUIRED REPORTS:**

The Contractor will notify OPR-PSU of all terminations/ resignations within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation). The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

Submit reports to the email address (b) (7)(E)

**F. EMPLOYMENT ELIGIBILITY**

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

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The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

#### **G. SECURITY MANAGEMENT**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

#### **H. INFORMATION TECHNOLOGY**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

#### **I. INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

## **V. TRAINING**

All training shall be conducted in accordance with the ICE PBNDS on Staff Training. All Contractor employees with direct with detainees (Detention Officers, Transportation Officers, etc.) shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COR, shall not be used. The training shall be provided at no additional cost to the Government.

### **A. General Training Requirements**

All Officers must have the training described in the ACA Standards and in this sub-section. The Contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Officer, at all times during this latter 40-hour period, must accompany the Officers. The Contractor's Training Officer shall send a copy of the documentation to the COR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

#### **1. Basic Training Subjects**

Officers must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject and shall be in accordance with the ACA and ICE PBNDS.

a. In-service Orientation/Social Diversity	2 HRS
b. Counseling Techniques/Suicide Prevention and Intervention*	2 HRS
c. Conduct/Duties/Ethics and Courtroom Demeanor	2 HRS
d. Bomb Defense and Threats	1 HR
e. Telephone Communications/Radio Procedures	1 HR
f. Annual IT Security Training	1 HR
g. Fire and other Emergency Procedures	2 HRS
h. Treatment and Supervision of Detainees	2 HRS
i. ICE Use of Force Policy	2 HRS
j. Security Methods/Key Control/Count	1 HR
k. Procedures/Observational Techniques	4 HRS
l. EEO/Sexual Harassment	2 HRS
m. Detainee Escort Techniques	1 HR
n. ICE Paperwork/Report Writing	2 HRS
o. Detainee Searches/Detainee Personal Property	4 HRS

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p. Property/Contraband	2 HRS
q. Detainee Rules and Regulations	2 HRS
r. First Aid*	4 HRS
s. Cardiopulmonary Resuscitation (CPR)*	4 HRS
t. Blood-borne Pathogens*	2 HRS
u. Self Defense	8 HRS
v. Use of Restraints	5 HRS
w. Firearms Training	**
x. Sexual Abuse/Assault Prevention and Intervention*	2 HRS
y. ICE Performance Based National Detention Standards	2 HRS

*All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA and PBNDS. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.*

*\* Critical Training Subjects*

*\*\* Firearm Training for Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency every quarter.*

## **2. Refresher Training**

Every year the Contractor shall conduct 40 hours of Refresher Training for all Officers including Supervisory Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COR.

In addition to the refresher training requirements for all Officers, supervisors must receive refresher training relating to supervisory duties. This specific training may be accomplished through the use of on-line as pre-approved by the COR.

## **3. On-the-Job Training**

After completion of the minimum of 60 hours basic training, all Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- Authority of supervisors and organizational code of conduct.
- General information and special orders.
- Security systems operational procedures.
- Facility self-protection plan or emergency operational procedures.
- Disturbance Control Team training.

## **4. Training during Initial 60 Day Period**

The Contractor shall provide an additional 40 hours of training for Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COR and/or CO, prior to the commencement of training.

## **5. Basic First Aid and CPR Training**

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- Respond to emergency situations within three minutes.
- Perform cardiopulmonary resuscitation (CPR).

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- c. Recognize warning signs of impending medical emergencies.
- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Administer medication.
- g. Know the universal precautions for protection against blood-borne diseases.

**B. Supervisory Training**

All new Supervisory Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Officers. Supervisory training shall include the following management areas:

- |   |       |
|---|-------|
| 1. Techniques for issuing written and verbal orders | 2 HRS |
| 2. Uniform clothing and grooming standards          | 1 HR  |
| 3. Security Post Inspection procedures              | 2 HRS |
| 4. Employee motivation                              | 1 HR  |
| 5. Scheduling and overtime controls                 | 2 HRS |
| 6. Managerial public relations                      | 4 HRS |
| 7. Supervision of detainees                         | 4 HRS |
| 8. Other company policies                           | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COR.

The Contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum. On-line training can be used to complete this requirement as long as it is pre-approved by the COR.

**C. Proficiency Testing**

The Contractor shall give each Detention Officer a written examination consisting of at least 25 questions after each training course is completed. The Contractor may give practical exercises when appropriate. The COR will approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a minimum score of 80 percent or better. The Contractor must provide the COR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

**D. Certified Instructors**

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to the training course.

**E. Training Documentation**

The Contractor shall submit a training forecast and lesson plans to the COR or ICE-designated employee, at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE-designated employee.

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## **VI. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT**

### **A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention**

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

### **B. Manage the Receiving and Discharge of Detainees**

In accordance with ICE PBNDS, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

The Contractor shall provide a detainee classification system that adheres to the requirements of the ICE policy on Detainee Classification, and ensures detainees are classified appropriately using objective criteria. Detainees will be classified and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the ICE PBNDS. When female detainees are housed, they will be issued a separate color uniform than male detainees.

### **C. Manage and Account for Detainee Assets (Funds, Property)**

The Contractor will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the PBNDS, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees' authorized personal property.

The Contractor shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (EROPPM) Update: Chapter 30: Detainee Property Management. Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

### **D. Securely Operate the Facility**

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with ICE policy. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of one motorized security patrol.

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In accordance with ICE Policy, the Contractor shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Contractor shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Contractor staff supervision.

**E. Establish and Maintain a Program for Sexual Abuse/Assault Prevention and Intervention**

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with the ICE PBNDS. This program shall include training and/or information that is provided separately to both staff and detainees.

**F. Establish and Maintain a Program for Suicide Prevention and Intervention**

The Contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy. This program shall include training and/or information that is given separately to both staff and detainees.

**G. Enforce the Detainee Disciplinary Policy**

The Contractor shall comply with ICE PBNDS disciplinary policy. Facility authorities shall take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

**H. Maintain Detainee Accountability**

At least four counts will be conducted every 24 hours with at least one per shift. One of these daily counts shall require that each detainee's identity is verified via photo identification. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center, and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population. The Contractor shall develop and implement a comprehensive population count program, in accordance with ICE policy.

**I. Collect and Disseminate Intelligence Information**

(b) (7)(E)



**J. Provide Security Inspection System**

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of ICE PBNDS for Facility Security and Control.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COR.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents to the COR or ICE-designated employee. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital;

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significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

**K. Maintain Institutional Emergency Readiness**

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the Notice to Proceed, per the ICE PBNDS on Emergency Plans. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with ICE PBNDS regarding Emergency Plans.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. In accordance with ICE policy, the use of electro-muscular disruption (EMD) devices is prohibited. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of ICE PBNDS on Use of Force.

**L. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements**

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access of data information pertaining to ICE detainees to authorized employees with appropriate clearance who require this information in the course of their official duties.

In accordance with the *Freedom of Information/Privacy Act* (FOIA/PA), the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR.

The Contractor shall develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor shall notify the COR or ICE-designated employee within four hours of a security incident.

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## **VII. FACILITY SECURITY AND CONTROL**

### **A. Security and Control (General)**

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of the site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all ICE PBNDS pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

### **B. Unauthorized Access**

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

### **C. Direct Supervision of Detainees**

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to directly supervise and monitor each occupied housing unit. This position is separate from the housing control post.

### **D. Log Books**

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

### **E. Records and Reports**

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COR or ICE-designated employee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE-designated employee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

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The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

#### **F. Detainee Counts**

The Contractor shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/partners/ERO/PBND/index.htm>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place (b) (7)(E) or as directed by the COR or ICE-designated employee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

#### **G. Daily Inspections**

The Officers shall conduct daily inspections of all security aspects of the site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR or ICE-designated employee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

#### **H. Control of Contraband**

The Contractor shall conduct searches for contraband at least once daily, in all areas in which detainees have access. (b) (7)(E) During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with ICE PBNDs, and secured in consultation with the COR or ICE-designated employee on duty. The Contractor shall document records of the searches in a logbook and forward a report to the COR or ICE-designated employee within 24 hours after discovery of the contraband items.

#### **I. Keys and Access Control Devices**

The Contractor shall adhere to key control policies, in accordance with ICE PBNDs Key and Lock Control: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE PBNDs.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

#### **J. Control of Chemicals**

The Contractor shall adhere to ICE PBNDs, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

#### **K. Post Orders**

The Contractor shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and

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procedures, and instructions prior to being initially assigned to that post. The Contractor shall retain Officer Certifications and make them available to the COR upon request.

#### **L. Deviation from Prescribed Schedule Assignments**

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Contractor shall notify ICE-designated employee immediately or as soon as is practically possible.

#### **M. Use of Force Policy**

ICE restricts the use of physical force by Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well-being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The respective Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Supervisory Detention Officer shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COR or ICE-designated employee within 24 hours of the incident.
4. The physical force report shall include:
  - a. An accounting of the events leading to the use of force.
  - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
  - c. A description of the person (Officers or detainees) who suffered described injuries, if any, and the treatment given.
  - d. A list of all participants and witnesses (Contractors, detainees, and ICE personnel) to the incident.
5. The calculated use of force must be in accordance with the ICE PBNDS and requires, at a minimum, the following:
  - a. The formulation of an After Action Review Team, which must include the participation of the COR or ICE-designated employee.
  - b. An After Action Report submitted to the COR within 30 days of the incident, with corrective actions noted, if applicable.
  - c. Video footage of the incident must be made available for ICE review.

#### **N. Use of Restraints Policy**

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COR or ICE-designated employee, the Officer may use disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

#### **O. Intelligence Information**

The Contractor shall notify the COR or ICE-designated employee immediately on issues which could impact the safety, security, and the orderly operation of the facility.

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**P. Notification and Public Disclosures**

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE CO. The Government considers such information privileged or confidential.

**Q. Lost and Found**

The Contractor shall log and maintain all lost and found articles and shall report all items to the COR or ICE-designated employee. The Contractor shall adhere to the requirements contained in the ICE PBNDS for Funds and Personal Property.

**R. Escapes**

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COR or ICE-designated employee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR and ICE-designated employee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COR to be negligent, reckless, or intentional. Notice of removal shall be provided to the CO.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR or ICE-designated employee within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable ICE PBNDS and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or with-holding.

**S. Correspondence and Other Mail**

In accordance with ICE PBNDS, the Contractor shall ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

**T. Evacuation Plan**

The Contractor shall furnish 24 hour emergency evacuation procedures.

The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per ICE PBNDS regarding emergency plans.

**U. Injury, Illness, and Reports**

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the COR or ICE-designated employee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Contractor shall notify the medical provider as well as the COR or ICE-designated employee.

The Contractor shall submit a follow-up written report to the COR or ICE-designated employee within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

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The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

**V. Protection of Employees**

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

**W. Medical Requests**

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests. If a detainee requires immediate medical attention, the officer shall immediately notify IHSC staff via telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COR or ICE-designated employee.

**X. Emergency Medical Evacuation**

The Contractor shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

**Y. Sanitation and Hygienic Living Conditions**

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

**VIII. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES**

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainee's civil rights. Contract personnel shall adhere to ICE policies and procedures, and the PBNDS.

In accordance with ICE PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

**IX. MANAGE A DETAINEE WORK PROGRAM**

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor, and will adhere to the ICE PBNDS on Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Contractor.

Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

The Contractor shall supply sufficient officers to monitor and control detainee work details. Unless approved by the COR, these work details must be within the security perimeter.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

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#### **X. HEALTH SERVICES**

Health services will be provided by the Government. The Contractor shall provide adequate space for such health services.

##### **A. Hospitalization of Detainees**

Upon order of the COR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR or designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or ICE-designated employee.

##### **B. Manage a Detainee Death**

The Contractor shall comply with ICE PBNDS regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy; that will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designated employee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

#### **XI. FOOD SERVICE**

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal. Further, the Contractor shall provide sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or ICE-designated employee

At the COR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE PBNDS on Food Service.

#### **XII. DETAINEE SERVICES AND PROGRAMS**

##### **A. Manage Detainee Clothing, Linens, and Bedding**

The Contractor shall issue and exchange detainee clothing, linen, and bedding in accordance with the ICE PBNDS on Personal Hygiene.

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**B. Manage Multi-Denominational Religious Services Program**

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program shall comply with all elements of the ICE PBNDS on Religious Practices. The Contractor shall provide a full-time FTE non-denominational chaplain.

**C. Provide for a Detainee Recreation Program**

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient officers are assigned to supervise all recreation activities. The detainee recreation program will comply with all elements of the ICE PBNDS on Recreation.

**D. Manage and Maintain a Commissary**

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the CO. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility.

At the end of the contract period, or as directed by the CO, a check for any balance remaining in this account shall be made payable to the Treasury General Trust Fund and given/transmitted to the CO.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

**E. Manage and Maintain a Detainee Telephone System**

The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in ICE PBNDS on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

The ICE designated Detainee Telephone Services (DTS) vendor will be the exclusive provider of detainee telephones for this facility. The DTS contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The DTS provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

Telephones should be inspected for serviceability, in accordance with ICE policies and procedures. The Contractor shall notify the COR or ICE-designated employee of any inoperable telephones.

**F. Provide for the Special Needs of the Female Detainee Population**

The Contractor shall provide programs and services to meet the special needs of the female detainee population, including the provision of feminine hygiene products for the female detainee population.

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**G. Law Library**

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area – “Law Library” – in accordance with the ICE PBNDS on Law Libraries and Legal Material.

**H. Physical Plant**

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Contractor-furnished except as otherwise noted.

The facility, whether new construction expansion or an existing physical plant, shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

The facility, whether new construction expansion or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

1. The Uniform Building Code (UBC), with the State of facility location's Amendments
2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
3. The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC. Whether the facility is new construction or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101 Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699, as amended by E.O. 13286 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein; the state code shall prevail.

The facility, whether new construction expansion or existing physical plant, shall comply with the requirements of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities, which are implemented in whole or in part with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery*; and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the *National Environmental Policy Act*, 42 U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any

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substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Contractor shall immediately report the incident to the COR or ICE designated official. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

**Fire Alarm Systems and Equipment** - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction expansion or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the COR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COR. In cases of emergency the Contractor shall notify the COR or ICE designated employee promptly.

The Contractor shall provide operational space for ICE, Office of Principal Legal Advisor (OPLA), and Executive Office for Immigration Review (EOIR) operations. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

#### 1. ICE Support Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for (b) (7)(E). The Standards include but are not limited to the following:

(b) (7)(E)



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(b) (7)(E)



**2. OPLA Space**

OPLA Space Requirements - based on a (b) (7)(E) Bed Correctional Detention Facility (if OPLA shall be located or relocated elsewhere in the complex):

Refer to ICE/OPLA Design Standards for specific office and workstation sizes and specific furnishing and utility requirements for a (b) (7)(E) Bed Contract Detention Facility. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/OPLA Design Standards. The Standards include but are not limited to the following:

(b) (7)(E)



**3. EOIR Space**

Refer to ICE ERO Design Standards for EOIR. The Standards include but are not limited to the following:

(b) (7)(E)



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(b) (7)(E)



For further EOIR space requirements, please see *US Department of Homeland Security, US Immigration and Customs Enforcement, Office of Enforcement and Removal Operations, Contract Detention Facility and Intergovernmental Service Agreement, Design Standards for Executive Office for Immigration Review, June 2011*

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE)*, May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE, EOIR, or OPLA staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff.

#### **4. Additional Requirements**

##### **a. Furniture**

All furniture and case goods shall be furnished by the Contractor in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR, OPLA, and IHSC space as required in accordance with the ICE Design Standards.

##### **b. ICE IT Equipment**

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers, and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Contractor at time of construction/expansion.

NOTE: ICE IT system must be a complete, independent, and physically separate system from the Contractor's IT system. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

##### **c. Communication Equipment**

The Contractor shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE shall be established on all recurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

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**NOTE:** ICE communication system must be a complete, independent, and physically separate system from the Contractor's communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

**d. Visitation and Holding Space**

Sufficient space shall be provided for contact and non-contact visitation and group and individual holding rooms, including designated space to permit appropriate screening and searching of both detainees and visitors in visitation areas. The Contractor shall provide at a minimum 25 non-contact rooms (at least 60 square feet each) and a minimum of 10 private, non-monitored attorney-client (detainee) rooms (at least 100 square feet each). Additionally, four attorney-client offices (at least 100 square feet each) shall be provided for dedicated use by Citizenship and Immigration Services Asylum Officers. Space shall be provided for the storage of visitors' personal items not allowed into the visiting area.

**e. ICE Detention Standards**

The Contractor shall provide a facility that will support and deliver all of the environmental and physical requirements to ensure total compliance with the current ICE PBNDS. A facility includes all service and support detention areas.

**NOTE:** ICE will review and approve all design documents, and maintain approval of final inspection of the facility before occupancy.

**f. Parking Spaces**

The Contractor shall provide no less than 100 parking spaces on-site at the facility exclusively for Government use.

The Contractor shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the tapes and may not release them to anyone, unless approved by DHS. The Contractor shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

### **XIII. PROPERTY ACCOUNTABILITY**

**A. General**

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration or termination of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

**B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government**

The Government will furnish the following property at no cost to the Contractor:

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Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals shall be provided prior to starting work under the contract. The Contractor shall be responsible for duplication of these standards for Contractor employees.

Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.

ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space.

#### **XIV. FIREARMS / BODY ARMOR**

##### **A. Firearms Requirements**

The Contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The Contractor shall account for all firearms and ammunition daily.

If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

(b) (7)(E)

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

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The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency every quarter.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of: 1) Ammunition Control Officer and 2) Firearms Control Officer, per ICE PBNDS.

**B. Body Armor Requirements**

The Contractor shall provide body armor to all armed Officers and armed supervisor(s).

Body armor shall be worn while on armed duty.

The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment 4.

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally owned body armor is not authorized.

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## **SECTION D – PACKAGING AND MARKING**

This section is intentionally left blank

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **52.246-4 Inspection of Services - Fixed-Price (AUG 1996)**

(a) *Definition:* Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish; and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conformed with the contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may –

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may –

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

### **E.1 - Inspection by the Government**

The Government has the right to inspect the posts manned by the Contractor's personnel. The COR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seize documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

### **E.2 - Methodology to Be Used to Monitor the Contractor's Performance**

100 Percent Inspection: This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

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**Random Sampling:** This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

**Planned Inspection:** This method is appropriate to evaluate tasks at a set time.

**Customer Complaint:** This method is based on subjective opinions regarding performance standards and includes data elements necessary to begin an investigation. Any required service can have a valid Customer Complaint as an alternative method of surveillance.

### **E.3 - Customer Complaint**

All Customer Complaints will be reviewed by the COR. The COR shall verify the performance and determine the validity of the complaint. The COR will notify the Project Manager of the customer complaint, annotating the time of the notification on the Customer Complaint. The Project Manager will respond in writing to the COR within two (2) working days of notification.

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## **SECTION F - DELIVERIES OR PERFORMANCE**

### **52.242-15 Stop-Work Order (AUG 1989)**

### **52.242-17 Government Delay of Work (APR 1984)**

#### **F.1 - Period of Performance**

The period of performance for the Base Period shall commence upon the start date specified in the Notice to Proceed and continues for a period of twelve (12) months.

#### **F.2 - Notice to the Government of Delays**

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COR in writing. The Contractor shall give pertinent details.

This data is information only. The Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights or remedies provided by law or under this contract.

#### **F.3 - Deliverables of Written Documentation**

Written documentation and/or deliverables must be submitted as prescribed in Section J-Attachment 3. Supervisor with signatory authority will sign the deliverables prior to submission.

#### **F.4 - Reporting Requirements**

The Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment to the COR. The report shall cover the term for which the invoice is submitted and shall list site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and recommendations involving impact on technical, price and scheduling).

#### **F.5 - Monetary Adjustments for Unsatisfactory and Non Performance of Required Standards**

ICE developed a Quality Assurance Surveillance Plan (QASP) see Section J-Attachment 1, which sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the potential withholdings and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. Define the roles and responsibilities of participating Government officials.
2. Define the types of work to be performed.
3. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
4. Describe the process of performance documentation

#### **F.6 - Report Cards on Contractor Performance**

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, and commitment to customer satisfaction.

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Federal agencies are required to evaluate Contractor performance. The Government completes and forwards the Contractor performance evaluation to the Contractor for review within 30 calendar days at the end of each period of performance or contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Contractor performance evaluations shall be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

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## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 – Contract Administration Office.**

DHS, Immigration & Customs Enforcement  
Office of Acquisition Management-Laguna  
24000 Avila Road, Room 3104  
Laguna Niguel, CA 92677

#### **G.1.1 – Contracting Officer Authority.**

The **Contracting Officer (CO)** is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and condition. The Contracting Officer may execute contract modifications deobligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements. All modifications and/or changes to this contract must be in writing, signed and approved by the Contracting Officer.

#### **G.2 – Contracting Officer's Representatives (COR(s))**

a. The Contracting Officer's Representatives (COR(s)) below are designated to coordinate the technical aspects of this contract and inspect items/services/invoices furnished hereunder, however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.

b. The CORs are authorized to certify invoices for payment in accordance with Item G-3.

c. The Contracting Officer Representatives are:

TBD (Primary)

TBD (Secondary)

Immigration & Customs Enforcement  
Enforcement & Removal Operations-Seattle

The COR(s) are responsible for monitoring the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer. The COR(s) may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry or otherwise serves to facilitate the Contractor's compliance with the contract.

To be valid, the technical directions by the COR(s):

- Must be consistent with the general scope of work set for the in this contract
- May not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract, and

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- Shall not constitute a basis for any increase in the contract's estimated cost or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this contract entitled 'CHANGES' (FAR 52.243-1 Alternate 1), the Contractor shall not implement such direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the contractor's receipt of such direction.

If after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the contractor to proceed pursuant to the authority granted in that clause.

In the event a determination is made that it is necessary to avoid a delay in performance of the contract, the Contracting Officer may direct the contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the contractor. Should the Contracting Officer later determine that a change direction is appropriate; the written direction issued hereunder shall constitute the required change direction.

### **G.3 – Submission of Invoices Vouchers for Payment of Services.**

ICE shall pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed days, stipend, labor hours, and travel costs or as listed contract line items performed at the agreed contract price. Contract Number and/or Task Order Number must be clearly marked on the invoice. All invoices shall be submitted via the following method:

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:

(b) (7)(E)

Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the "bill to" address shown below:

DHS, ICE  
Financial Operations - Burlington  
P.O. Box 1620  
ATTN: ICE - ERO - FOD -FSE  
Williston, VT 05495-1620

Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

2. Content of Invoices: Each invoice submission shall contain the following information:

(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;

(ii) Dunn and Bradstreet (D&B) DUNS Number;

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- (iii) Invoice date and invoice number;
- (iv) Agreement/Contract number, contract line item number and, if applicable, the order number;
- (v) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii) Terms of any discount for prompt payment offered;
- (viii) Remit to Address;
- (ix) Name, title, and phone number of person to notify in event of defective invoice; and

**3. Invoice Supporting Documentation.** In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:

(i). **Firm Fixed Price Items** (items not subject to any adjustment on the basis of the contractor's cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.

(ii). **Fixed Unit Price Items** (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.

(iii). **Detention Services (other than firm fixed price):**

- (1) Bed day rate;
- (2) Resident's/detainee's check-in and check-out dates;
- (3) Number of bed days multiplied by the bed day rate;
- (4) Name of each detainee;
- (5) Resident's/detainee's identification information

(iv). **Transportation Services (other than firm fixed price):**

- (1) The mileage rate being applied for that invoice.
- (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.

(v). **Stationary Guard Services (other than firm fixed price):**

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(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.

(vi). Other Direct Charges:

The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

- Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.
- Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.
- Use shredders when discarding paper documents containing Sensitive PII.
- Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf> for more information on and/or examples of Sensitive PII.

5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b) (7)(E)

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## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 – Clause and Provision Numbering.**

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

### **H.2 – Background and Security Clearance Procedures.**

The Contractor shall process all background investigations through the ICE Security Office via the COR prior to contract start date. ICE shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees. If the COR receives a report indicating the unsuitability of any employee or prospective employees, the COR shall inform the Contractor that the Government will not allow the individual on site.

### **H.3 – Pricing of Modifications.**

The Contractor, in connection with any proposal he/she makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, justifications therefore, will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

### **H.4 – Ordering Activity.**

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by a Contracting Officer, Immigration & Customs Enforcement, Office of Acquisition Management, Detention, Compliance & Removal Management, Laguna, California.

### **H.5 – Indemnification.**

#### **A. Responsibility for Government Property**

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

#### **B. Hold Harmless and Indemnification Agreement.**

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of

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work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

**C. Government's Right of Recovery.**

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

**D. Government Liability**

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

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**SECTION I—CONTRACT CLAUSES**

<b>52.202-1</b>	<b>Definitions</b>	<b>(NOV 2013)</b>
<b>52.203-3</b>	<b>Gratuities</b>	<b>(APR 1984)</b>
<b>52.203-5</b>	<b>Covenant Against Contingent Fees</b>	<b>(MAY 2014)</b>
<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales to the Government</b>	<b>(SEP 2006)</b>
<b>52.203-7</b>	<b>Anti-Kickback Procedures</b>	<b>(MAY 2014)</b>
<b>52.203-8</b>	<b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</b>	<b>(MAY 2014)</b>
<b>52.203-10</b>	<b>Price or Fee Adjustment for Illegal or Improper Activity</b>	<b>(MAY 2014)</b>
<b>52.203-12</b>	<b>Limitation on Payments to Influence Certain Federal Transactions</b>	<b>(OCT 2010)</b>
<b>52.203-13</b>	<b>Contractor Code of Business Ethics and Conduct</b>	<b>(APR 2010)</b>
<b>52.204-2</b>	<b>Security Requirements</b>	<b>(AUG 1996)</b>
<b>52.204-4</b>	<b>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper</b>	<b>(MAY 2011)</b>
<b>52.204-7</b>	<b>System for Award Management</b>	<b>(JUL 2013)</b>
<b>52.204-9</b>	<b>Personal Identity Verification of Contractor Personnel</b>	<b>(JAN 2011)</b>
<b>52.204-10</b>	<b>Reporting Executive Compensation and First-Tier Subcontract Awards</b>	<b>(JUL 2013)</b>
<b>52.204-13</b>	<b>System for Award Management Maintenance</b>	<b>(JUL 2013)</b>
<b>52.209-6</b>	<b>Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b>	<b>(AUG 2013)</b>
<b>52.209-9</b>	<b>Updates of Publicly Available Information Regarding Responsibility Matters</b>	<b>(JUL 2013)</b>
<b>52.210-1</b>	<b>Market Research</b>	<b>(APR 2011)</b>
<b>52.215-2</b>	<b>Audit and Records – Negotiation</b>	<b>(OCT 2010)</b>
<b>52.215-8</b>	<b>Order of Precedence – Uniform Contract Format</b>	<b>(OCT 1997)</b>
<b>52.215-10</b>	<b>Price Reduction for Defective Cost and Pricing Data</b>	<b>(AUG 2011)</b>
<b>52.215-11</b>	<b>Price Reduction for Defective Certified Cost or Pricing Data – Modifications</b>	<b>(AUG 2011)</b>
<b>52.215-12</b>	<b>Subcontractor Certified Cost or Pricing Data</b>	<b>(OCT 2010)</b>

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<b>52.215-13</b>	<b>Subcontractor Certified Cost or Pricing Data – Modifications</b>	<b>(OCT 2010)</b>
<b>52.215-14</b>	<b>Integrity of Unit Prices</b>	<b>(OCT 2010)</b>
<b>52.215-15</b>	<b>Pension Adjustments and Asset Reversions</b>	<b>(OCT 2010)</b>
<b>52.215-18</b>	<b>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions</b>	<b>(JUL 2005)</b>
<b>52.215-19</b>	<b>Notification of Ownership Changes</b>	<b>(OCT 1997)</b>
<b>52.215-20</b>	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</b>	<b>(OCT 2010)</b>
<b>52.215-21</b>	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications</b>	<b>(OCT 2010)</b>
<b>52.216-18</b>	<b>Ordering</b>	<b>(OCT 1995)</b>

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the last day of the last option period or later as extended by a mutual agreement of the parties.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

<b>52.216-19</b>	<b>Ordering Limitations</b>	<b>(OCT 1995)</b>
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 800 beds per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 775 above the minimum of 800 beds per day;

(2) Any order for a combination of items in excess of 775 above the minimum of 800 beds per day; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

<b>52.216-22</b>	<b>Indefinite Quantity</b>	<b>(OCT 1995)</b>
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(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final day of the last option period exercised.

**52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The CO may exercise the option by written notice to the Contractor within thirty (30) days of expiration.

**52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years and 6 months.

**52.219-8 Utilization of Small Business Concerns (JAN 2011)**

**52.219-9 Small Business Subcontracting Plan Alternate II (OCT 2011)**

**52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)**

**52.219-28 Post-Award Small Business Program Representation (JUL 2013)**

**52.222-1 Notice to the Government of Labor Disputes (FEB 1997)**

**52.222-3 Convict Labor (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (MAY 2005)**

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<b>52.222-17</b>	<b>Nondisplacement of Qualified Workers</b>	<b>(MAY 2013)</b>
<b>52.222-21</b>	<b>Prohibition of Segregated Facilities</b>	<b>(FEB 1999)</b>
<b>52.222-26</b>	<b>Equal Opportunity</b>	<b>(MAR 2007)</b>
<b>52.222-35</b>	<b>Equal Opportunity for Veterans</b>	<b>(SEP 2010)</b>
<b>52.222-36</b>	<b>Affirmative Action for Workers with Disabilities</b>	<b>(OCT 2010)</b>
<b>52.222-37</b>	<b>Employment Reports on Veterans</b>	<b>(JUL 2014)</b>
<b>52.222-40</b>	<b>Notification of Employee Rights Under the National Labor Relations Act</b>	<b>(DEC 2010)</b>
<b>52.222-41</b>	<b>Service Contract Act of 1965</b>	<b>(MAY 2014)</b>
<b>52.222-42</b>	<b>Statement of Equivalent Rates for Federal Hires</b>	<b>(MAY 2014)</b>

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:*

*It is not a Wage Determination*

**Employee Class, Monetary Wage, Fringe Benefits**

Accounting Clerk II (GS-3), \$17.47, \$4.02  
 General Clerk (GS-4), \$14.80, \$4.02  
 Personnel Assistant II (GS-4), \$18.88, \$4.02  
 Personnel Assistant III (GS-5), \$21.10, \$4.02  
 Secretary II (GS-5), \$19.57, \$4.02  
 Janitor (WG-2), \$15.32, \$4.02  
 General Maintenance Worker (WG-8), \$24.19, \$4.02  
 Court Security Officer (GS-6), \$29.42, \$4.02  
 Detention Officer (GS-6), \$23.21, \$4.02  
 Recreation Specialist (GS-7), \$18.46, \$4.02  
 Licensed Practical Nurse II (GS-4), \$20.78, \$4.02  
 Laborer, Grounds Maintenance (WG-3), \$15.07, \$4.02  
 Food Service Worker (WG-2), \$11.19, \$4.02  
 Cook I (WG-6), \$13.11, \$4.02  
 Cook II (WG-8), \$15.75, \$4.02  
 Stock Clerk (WG-4), \$19.42, \$4.02  
 Warehouse Specialist (WG-5), \$19.87, \$4.02

<b>52.222-43</b>	<b>Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)</b>	<b>(MAY 2014)</b>
<b>52.222-50</b>	<b>Combating Trafficking in Persons</b>	<b>(FEB 2009)</b>

<b>52.222-54</b>	<b>Employment Eligibility Verification</b>	<b>(AUG 2013)</b>
<b>52.223-1</b>	<b>Biobased Product Certification</b>	<b>(MAY 2012)</b>
<b>52.223-2</b>	<b>Affirmative Procurement of Biobased Products Under Service and Construction Contracts</b>	<b>(SEP 2013)</b>
<b>52.223-4</b>	<b>Recovered Material Certification</b>	<b>(MAY 2008)</b>
<b>52.223-5</b>	<b>Pollution Prevention and Right-to-Know Information</b>	<b>(MAY 2011)</b>
<b>52.223-6</b>	<b>Drug-Free Workplace</b>	<b>(MAY 2001)</b>
<b>52.223-9</b>	<b>Estimate of Percentage of Recovered Material Content for EPA-Designated Items</b>	<b>(MAY 2008)</b>
<b>52.223-10</b>	<b>Waste Reduction Program</b>	<b>(MAY 2011)</b>
<b>52.223-11</b>	<b>Ozone-Depleting Substances</b>	<b>(MAY 2011)</b>
<b>52.223-12</b>	<b>Refrigeration Equipment and Air Conditioners</b>	<b>(MAY 1995)</b>
<b>52.223-15</b>	<b>Energy Efficiency in Energy-Consuming Products</b>	<b>(DEC 2007)</b>
<b>52.223-16</b>	<b>IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products</b>	<b>(DEC 2007)</b>
<b>52.223-17</b>	<b>Affirmative Procurement of EPA-designated Items in Service and Construction Contracts</b>	<b>(MAY 2008)</b>
<b>52.223-18</b>	<b>Encouraging Contractor Policy to Ban Text Messaging While Driving</b>	<b>(AUG 2011)</b>
<b>52.224-1</b>	<b>Privacy Act Notification</b>	<b>(APR 1984)</b>
<b>52.224-2</b>	<b>Privacy Act</b>	<b>(APR 1984)</b>
<b>52.225-13</b>	<b>Restrictions on Certain Foreign Purchases</b>	<b>(JUN 2008)</b>
<b>52.226-6</b>	<b>Promoting Excess Food Donation to Nonprofit Organizations</b>	<b>(MAY 2014)</b>
<b>52.227-1</b>	<b>Authorization and Consent</b>	<b>(DEC 2007)</b>
<b>52.227-2</b>	<b>Notice and Assistance Regarding Patent and Copyright Infringement</b>	<b>(DEC 2007)</b>
<b>52.229-3</b>	<b>Federal, State, and Local Taxes</b>	<b>(FEB 2013)</b>
<b>52.232-1</b>	<b>Payments</b>	<b>(APR 1984)</b>
<b>52.232-8</b>	<b>Discounts for Prompt Payment</b>	<b>(FEB 2002)</b>
<b>52.232-9</b>	<b>Limitation on Withholding of Payments</b>	<b>(APR 1984)</b>
<b>52.232-11</b>	<b>Extras</b>	<b>(APR 1984)</b>

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<b>52.232-17</b>	<b>Interest</b>	<b>(MAY 2014)</b>
<b>52.232-18</b>	<b>Availability of Funds</b>	<b>(APR 1984)</b>
<b>52.232-23</b>	<b>Assignment of Claims</b>	<b>(MAY 2014)</b>
<b>52.232-25</b>	<b>Prompt Payment</b>	<b>(JUL 2013)</b>
<b>52.232-33</b>	<b>Payment by Electronic Funds Transfer – System for Award Management</b>	<b>(JUL 2013)</b>
<b>52.232-39</b>	<b>Unenforceability of Unauthorized Obligations</b>	<b>(JUN 2013)</b>
<b>52.232-40</b>	<b>Providing Accelerated Payment to Small Business Subcontractors</b>	<b>(DEC 2013)</b>
<b>52.233-1</b>	<b>Disputes Alternate I</b>	<b>(MAY 2014) (DEC 1991)</b>
<b>52.233-3</b>	<b>Protest after Award</b>	<b>(AUG 1996)</b>
<b>52.233-4</b>	<b>Applicable Law for Breach of Contract Claim</b>	<b>(OCT 2004)</b>
<b>52.237-3</b>	<b>Continuity of Services</b>	<b>(JAN 1991)</b>
<b>52.239-1</b>	<b>Privacy or Security Safeguards</b>	<b>(AUG 1996)</b>
<b>52.242-13</b>	<b>Bankruptcy</b>	<b>(JUL 1995)</b>
<b>52.243-1</b>	<b>Changes - Fixed-Price Alternate I</b>	<b>(AUG 1987) (APR 1984)</b>
<b>52.244-5</b>	<b>Competition in Subcontracting</b>	<b>(DEC 1996)</b>
<b>52.244-6</b>	<b>Subcontracts for Commercial Items.</b>	<b>(MAY 2014)</b>
<b>52.245-9</b>	<b>Use and Charges</b>	<b>(APR 2012)</b>
<b>52.246-20</b>	<b>Warranty of Services</b>	<b>(MAY 2001)</b>
<b>52.246-25</b>	<b>Limitation of Liability - Services</b>	<b>(FEB 1997)</b>
<b>52.248-1</b>	<b>Value Engineering</b>	<b>(OCT 2010)</b>
<b>52.249-2</b>	<b>Termination for Convenience of the Government (Fixed-Price)</b>	<b>(APR 2012)</b>
<b>52.249-8</b>	<b>Default (Fixed-Price Supply and Service)</b>	<b>(APR 1984)</b>
<b>52.251-1</b>	<b>Government Supply Sources</b>	<b>(APR 2012)</b>
<b>52.252-1</b>	<b>Solicitation Provisions Incorporated by Reference</b>	<b>(FEB 1998)</b>

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by

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the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far/>

**52.252-2                      Clauses Incorporated by Reference                      (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

**52.253-1                      Computer Generated Forms                      (JAN 1991)**

The following Homeland Security Acquisition Regulations (HSAR) clauses can be found at:  
<http://www.dhs.gov/xlibrary/assets/opnbiz/hsar.pdf>.

**3052.203-70                      Instructions for Contractor Disclosure of Violations                      (SEP 2012)**

**3052.204-70                      Security Requirements for Unclassified Information                      (JUN 2006)**  
**Technology Resources**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within thirty (30) days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Contractor's proposal. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

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(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS CO. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the CO will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan / continuity of operations plan. This accreditation, when accepted by the CO, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

### **3052.204-71 Contractor Employee Access**

**(SEP 2012)**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his / her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his / her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the CO. Upon the CO's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive

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information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

<b>3052.205-70</b>	<b>Advertisements, Publicizing Awards, and Releases</b>	<b>(SEP 2012)</b>
	<b>Alternate I</b>	<b>(SEP 2012)</b>

<b>3052.209-70</b>	<b>Prohibition on Contracts with Corporate Expatriates</b>	<b>(JUN 2006)</b>
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(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

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(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

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\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

**3052.215-70 Key Personnel or Facilities (DEC 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: See Section C

**3052.219-70 Small Business Subcontracting Plan Reporting (JUN 2006)**

**3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)**

**3052.222-70 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)**

**3052.225-70 Requirement for Use of Certain Domestic Commodities (AUG 2009)**

(a) Definitions. As used in this clause--

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end product or of another component.

(3) "End product" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-

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commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products.

(2) Woven silk or woven silk blends.

(3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

**3052.242-70 Contracting Officer's Technical Representative**

**(DEC 2003)**

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## **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

Attachment 1 Quality Assurance Surveillance Plan (OASP)

Attachment 2 Wage Determination 2005-2567, Revision 18  
Wage Determination 2005-2569, Revision 16  
Wage Determination 2005-2441, Revision 14  
Wage Determination 2005-2439, Revision 15

Attachment 3 Deliverables

Attachment 4 ICE Body Armor Policy

Attachment 5 DRO Policy and Procedure Manual (Appendix 32-1 Vehicle Ordering Menu)

Attachment 6 DHS Prison Rape Elimination Act (PREA) Regulation

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# Attachment 1

U.S. Department of Homeland Security  
Immigration and Customs Enforcement



Quality Assurance Surveillance Plan  
Detention Services  
Seattle Area Contract Detention Facility

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## **QUALITY ASSURANCE SURVEILLANCE PLAN**

### **1. INTRODUCTION**

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

### **2. DEFINITIONS**

**Performance Requirements Summary (Attachment A):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDs). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

**Functional Area:** A logical grouping of performance standards.

**Contracting Officer's Technical Representative (COTR):** The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

**Performance Standards:** The performance standards are established in the ERO ICE 2011 PBNDs at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

**Measures:** The method for evaluating compliance with the standards.

**Acceptable Quality Level:** The minimum level of quality that will be accepted by ICE to meet the performance standard.

**Withholding:** Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

**Deduction:** Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

#### **4. QUALITY CONTROL PLAN**

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

## **5. METHODS OF SURVEILLANCE**

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

**5.1 Documentation Requirements:** The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

## **6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS**

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

## **7. FAILURE TO MEET PERFORMANCE STANDARDS**

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

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feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

<b>Rating</b>	<b>Description</b>
<b>Acceptable</b>	Based on the measures, the performance standard is demonstrated.
<b>Deficient</b>	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
<b>At-Risk</b>	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

## **8. NOTIFICATIONS**

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

## **9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS**

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

## **10. ATTACHMENTS**

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

**Attachment A – Performance Requirements Summary**

<b>FUNCTIONAL AREA/ WEIGHT</b>	<b>PERFORMANCE STANDARD (PBNDS 2011)</b>	<b>WITHHOLDING CRITERIA</b>
<b>Safety (20%)</b> Addresses a safe work environment for staff, volunteers, contractors and detainees	<b>PBNDS References: Part 1 - SAFETY</b> 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBNDS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Security (20%)</b> Addresses protection of the community, staff, contractors, volunteers and detainees from harm	<b>PBNDS References: Part 2 - SECURITY</b> 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Order (10%)</b> Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	<b>PBNDS Reference: Part 3 - ORDER</b> 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
<b>Care (20%)</b> Addresses contractor responsibility to provide for the basic needs and personal care of detainees	<b>PBNDS References: Part 4 - CARE</b> 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Activities (10%)</b> Addresses contractor responsibilities to reduce the negative effects of confinement	<b>PBNDS References: Part 5 - ACTIVITIES</b> 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Justice (10%)</b> Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	<b>PBNDS References: Part 6 - JUSTICE</b> 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

**Attachment A – Performance Requirements Summary**

<b>FUNCTIONAL AREA/ WEIGHT</b>	<b>PERFORMANCE STANDARD (PBNDS 2011)</b>	<b>WITHHOLDING CRITERIA</b>
<b>Administration and Management (10%)</b> Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	<b>PBNDS References: Part 7 - ADMIN &amp; MANAGEMENT</b> 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees;  <b>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</b>	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Workforce Integrity (10%)</b> Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	<b>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</b>  <b>Staff Misconduct 4-ALDF-7B-01</b>  <b>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</b>  <b>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</b>	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Detainee Discrimination (10%)</b> Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	<b>Discrimination Prevention 4-ALDF-6B-02-03</b>	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

<b>CONTRACT DISCREPANCY REPORT</b>			<b>1. CONTRACT NUMBER</b>
<b>Report Number:</b>			<b>Date:</b>
<b>2. TO: (Contractor and Manager Name)</b>		<b>3. FROM: (Name of COTR)</b>	
<b>DATES</b>			
<b>CONTRACTOR NOTIFICATION</b>	<b>CONTRACTOR RESPONSE DUE BY</b>	<b>RETURNED BY CONTRACTOR</b>	<b>ACTION COMPLETE</b>
<b>4. DISCREPANCY OR PROBLEM</b> <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
<b>5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</b>			
<b>6. TO: (COTR)</b>		<b>7. FROM: (Contractor)</b>	
<b>8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY.</b> <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
<b>9. SIGNATURE OF CONTRACTOR REPRESENTATIVE</b>			<b>10. DATE</b>
<b>11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN:</b> <i>(Acceptable response plan, partial acceptance of response plan, rejection: attach continuation sheet if necessary)</i>			
<b>12. GOVERNMENT ACTIONS</b> <i>(Payment withholding, cure notice, show cause, other.)</i>			
<b>CLOSE OUT</b>			
<b>CONTRACTOR NOTIFIED</b>	<b>NAME AND TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>COTR</b>			
<b>CONTRACTING OFFICER</b>			

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# Attachment 2

WD 05-2567 (Rev.-18) was first posted on www.wdol.gov on 08/05/2014

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2567  
Revision No.: 18  
Date Of Revision: 07/25/2014

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01040 - Court Reporter		19.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		12.68
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		14.60
01192 - Order Clerk II		15.94
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01280 - Receptionist		14.47
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81
01320 - Service Order Dispatcher		17.13
01410 - Supply Technician		23.37
01420 - Survey Worker		19.01
01531 - Travel Clerk I		13.37
01532 - Travel Clerk II		14.50
01533 - Travel Clerk III		15.60
01611 - Word Processor I		17.01
01612 - Word Processor II		19.09
01613 - Word Processor III		21.35
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.34
05010 - Automotive Electrician		22.06
05040 - Automotive Glass Installer		19.83
05070 - Automotive Worker		21.36
05110 - Mobile Equipment Servicer		19.93
05130 - Motor Equipment Metal Mechanic		22.82
05160 - Motor Equipment Metal Worker		21.36
05190 - Motor Vehicle Mechanic		22.78

05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.16
07041 - Cook I	13.11
07042 - Cook II	15.75
07070 - Dishwasher	9.68
07130 - Food Service Worker	11.19
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	12.34
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.20
09040 - Furniture Handler	16.86
09080 - Furniture Refinisher	19.20
09090 - Furniture Refinisher Helper	16.86
09110 - Furniture Repairer, Minor	18.01
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.98
11060 - Elevator Operator	11.98
11090 - Gardener	18.28
11122 - Housekeeping Aide	14.53
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	24.67
12015 - Certified Physical Therapist Assistant	23.12
12020 - Dental Assistant	18.72
12025 - Dental Hygienist	45.08
12030 - EKG Technician	29.94
12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	21.26
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17
12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	39.01
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	19.98
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	18.96
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05

12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.17
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	20.46
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems Administrator	26.06
13058 - Library Technician	18.78
13061 - Media Specialist I	18.32
13062 - Media Specialist II	20.53
13063 - Media Specialist III	22.87
13071 - Photographer I	20.35
13072 - Photographer II	22.76
13073 - Photographer III	28.20
13074 - Photographer IV	34.50
13075 - Photographer V	41.74
13110 - Video Teleconference Technician	20.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.22
14042 - Computer Operator II	20.39
14043 - Computer Operator III	22.73
14044 - Computer Operator IV	25.25
14045 - Computer Operator V	27.97
14071 - Computer Programmer I	(see 1) 24.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.22
14160 - Personal Computer Support Technician	25.25
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.20
15020 - Aircrew Training Devices Instructor (Rated)	41.38
15030 - Air Crew Training Devices Instructor (Pilot)	49.60
15050 - Computer Based Training Specialist / Instructor	34.20
15060 - Educational Technologist	30.07
15070 - Flight Instructor (Pilot)	49.60
15080 - Graphic Artist	25.73
15090 - Technical Instructor	26.41
15095 - Technical Instructor/Course Developer	30.26
15110 - Test Proctor	21.33
15120 - Tutor	21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.87
16030 - Counter Attendant	9.87
16040 - Dry Cleaner	12.41
16070 - Finisher, Flatwork, Machine	9.87
16090 - Presser, Hand	9.87
16110 - Presser, Machine, Drycleaning	9.87
16130 - Presser, Machine, Shirts	9.87
16160 - Presser, Machine, Wearing Apparel, Laundry	9.87
16190 - Sewing Machine Operator	13.23
16220 - Tailor	14.04
16250 - Washer, Machine	10.81
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	25.86
19040 - Tool And Die Maker	29.25
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.87
21030 - Material Coordinator	21.10
21040 - Material Expediter	21.10
21050 - Material Handling Laborer	15.41
21071 - Order Filler	14.20
21080 - Production Line Worker (Food Processing)	19.87
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	15.39
21150 - Stock Clerk	19.42
21210 - Tools And Parts Attendant	19.87
21410 - Warehouse Specialist	19.87
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.37
23021 - Aircraft Mechanic I	28.50
23022 - Aircraft Mechanic II	29.37
23023 - Aircraft Mechanic III	30.25
23040 - Aircraft Mechanic Helper	22.11
23050 - Aircraft, Painter	27.52
23060 - Aircraft Servicer	24.97
23080 - Aircraft Worker	26.38
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.36
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.31
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.61
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77

23810 - Plumber, Maintenance	27.42
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	23.95
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.25
23950 - Telephone Lineman	24.51
23960 - Welder, Combination, Maintenance	26.32
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	10.74
24620 - Family Readiness And Support Services Coordinator	14.74
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.38
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	26.38
25190 - Ventilation Equipment Tender	20.48
25210 - Water Treatment Plant Operator	28.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.42
27030 - Detection Dog Handler	15.36
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.43
28042 - Carnival Equipment Repairer	13.23
28043 - Carnival Equipment Worker	10.02
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	18.46
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	15.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.99
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30061 - Drafter/CAD Operator I	22.27

30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30210 - Laboratory Technician	25.04
30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	32.99
30364 - Paralegal/Legal Assistant IV	35.62
30390 - Photo-Optics Technician	30.86
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	24.26
30492 - Unexploded Ordnance (UXO) Technician II	29.35
30493 - Unexploded Ordnance (UXO) Technician III	35.18
30494 - Unexploded (UXO) Safety Escort	24.26
30495 - Unexploded (UXO) Sweep Personnel	24.26
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.99
30621 - Weather Observer, Senior	(see 2) 27.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.13
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
99000 - Miscellaneous Occupations	
99030 - Cashier	12.33
99050 - Desk Clerk	10.88
99095 - Embalmer	26.13
99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.02
99310 - Mortician	28.38
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	13.73
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	15.61
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	15.97
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	17.44

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2439 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

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 REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
 Director Wage Determinations

Wage Determination No.: 2005-2439  
 Revision No.: 15  
 Date Of Revision: 07/25/2014

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,  
 Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.45
01012 - Accounting Clerk II		13.97
01013 - Accounting Clerk III		15.63
01020 - Administrative Assistant		19.08
01040 - Court Reporter		15.69
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		12.36
01090 - Duplicating Machine Operator		12.36
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		17.50
01141 - Messenger Courier		12.76
01191 - Order Clerk I		13.88
01192 - Order Clerk II		15.14
01261 - Personnel Assistant (Employment) I		14.55
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.76
01270 - Production Control Clerk		18.40
01280 - Receptionist		12.12
01290 - Rental Clerk		12.87
01300 - Scheduler, Maintenance		14.03
01311 - Secretary I		14.03
01312 - Secretary II		15.69
01313 - Secretary III		17.50
01320 - Service Order Dispatcher		16.24
01410 - Supply Technician		19.08
01420 - Survey Worker		14.05
01531 - Travel Clerk I		13.58
01532 - Travel Clerk II		14.74
01533 - Travel Clerk III		15.86
01611 - Word Processor I		12.90
01612 - Word Processor II		14.48
01613 - Word Processor III		16.19
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.79
05010 - Automotive Electrician		17.35
05040 - Automotive Glass Installer		16.16
05070 - Automotive Worker		16.54
05110 - Mobile Equipment Servicer		14.57
05130 - Motor Equipment Metal Mechanic		18.14
05160 - Motor Equipment Metal Worker		16.54

05190 - Motor Vehicle Mechanic	18.14
05220 - Motor Vehicle Mechanic Helper	13.73
05250 - Motor Vehicle Upholstery Worker	15.72
05280 - Motor Vehicle Wrecker	16.54
05310 - Painter, Automotive	18.65
05340 - Radiator Repair Specialist	16.54
05370 - Tire Repairer	12.48
05400 - Transmission Repair Specialist	18.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.89
07041 - Cook I	11.30
07042 - Cook II	12.78
07070 - Dishwasher	9.03
07130 - Food Service Worker	9.63
07210 - Meat Cutter	15.32
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.14
09040 - Furniture Handler	11.65
09080 - Furniture Refinisher	15.14
09090 - Furniture Refinisher Helper	12.25
09110 - Furniture Repairer, Minor	13.73
09130 - Upholsterer	15.14
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	11.27
11090 - Gardener	15.72
11122 - Housekeeping Aide	11.27
11150 - Janitor	11.27
11210 - Laborer, Grounds Maintenance	13.06
11240 - Maid or Houseman	9.64
11260 - Pruner	12.52
11270 - Tractor Operator	14.99
11330 - Trail Maintenance Worker	13.06
11360 - Window Cleaner	12.27
12000 - Health Occupations	
12010 - Ambulance Driver	18.48
12011 - Breath Alcohol Technician	17.13
12012 - Certified Occupational Therapist Assistant	23.51
12015 - Certified Physical Therapist Assistant	23.51
12020 - Dental Assistant	17.52
12025 - Dental Hygienist	36.40
12030 - EKG Technician	28.16
12035 - Electroneurodiagnostic Technologist	28.16
12040 - Emergency Medical Technician	18.48
12071 - Licensed Practical Nurse I	15.32
12072 - Licensed Practical Nurse II	17.13
12073 - Licensed Practical Nurse III	19.11
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	16.86
12160 - Medical Record Clerk	14.08
12190 - Medical Record Technician	15.75
12195 - Medical Transcriptionist	16.84
12210 - Nuclear Medicine Technologist	37.66
12221 - Nursing Assistant I	9.88
12222 - Nursing Assistant II	11.11
12223 - Nursing Assistant III	12.12
12224 - Nursing Assistant IV	13.60
12235 - Optical Dispenser	15.26
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	13.60
12305 - Radiologic Technologist	28.82
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11

12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	21.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	19.56
14072 - Computer Programmer II	24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.85
14160 - Personal Computer Support Technician	25.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.87
15020 - Aircrew Training Devices Instructor (Rated)	31.49
15030 - Air Crew Training Devices Instructor (Pilot)	37.75
15050 - Computer Based Training Specialist / Instructor	27.87
15060 - Educational Technologist	32.39
15070 - Flight Instructor (Pilot)	37.75
15080 - Graphic Artist	22.64
15090 - Technical Instructor	18.54
15095 - Technical Instructor/Course Developer	24.26
15110 - Test Proctor	15.60
15120 - Tutor	15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	12.53
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	13.46
16220 - Tailor	14.40
16250 - Washer, Machine	10.60

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.85
19040 - Tool And Die Maker	22.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.04
21030 - Material Coordinator	18.40
21040 - Material Expediter	18.40
21050 - Material Handling Laborer	12.69
21071 - Order Filler	12.26
21080 - Production Line Worker (Food Processing)	15.04
21110 - Shipping Packer	13.44
21130 - Shipping/Receiving Clerk	13.44
21140 - Store Worker I	12.60
21150 - Stock Clerk	16.34
21210 - Tools And Parts Attendant	15.04
21410 - Warehouse Specialist	15.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.90
23021 - Aircraft Mechanic I	21.81
23022 - Aircraft Mechanic II	22.90
23023 - Aircraft Mechanic III	24.05
23040 - Aircraft Mechanic Helper	15.62
23050 - Aircraft, Painter	19.91
23060 - Aircraft Servicer	18.91
23080 - Aircraft Worker	19.54
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	23.14
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	17.77
23160 - Electrician, Maintenance	26.96
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	18.14
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	17.02
23311 - Fuel Distribution System Mechanic	21.04
23312 - Fuel Distribution System Operator	16.66
23370 - General Maintenance Worker	16.48
23380 - Ground Support Equipment Mechanic	21.81
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	19.54
23391 - Gunsmith I	17.02
23392 - Gunsmith II	19.26
23393 - Gunsmith III	21.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	21.50
23465 - Laboratory/Shelter Mechanic	20.37
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	21.50
23592 - Metrology Technician II	22.60
23593 - Metrology Technician III	23.73
23640 - Millwright	21.50
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	15.28

23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	21.50
23850 - Rigger	21.50
23870 - Scale Mechanic	19.26
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	21.50
23960 - Welder, Combination, Maintenance	15.19
23965 - Well Driller	19.84
23970 - Woodcraft Worker	21.50
23980 - Woodworker	17.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.18
24620 - Family Readiness And Support Services Coordinator	13.92
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.59
27007 - Baggage Inspector	11.19
27008 - Corrections Officer	21.67
27010 - Court Security Officer	21.67
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	21.67
27070 - Firefighter	22.48
27101 - Guard I	11.19
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Equipment Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.11
29020 - Hatch Tender	21.11
29030 - Line Handler	21.11
29041 - Stevedore I	19.99
29042 - Stevedore II	22.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.62
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84

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30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30210 - Laboratory Technician	20.32
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30390 - Photo-Optics Technician	22.57
30461 - Technical Writer I	18.44
30462 - Technical Writer II	22.56
30463 - Technical Writer III	27.29
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.32
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.14
31030 - Bus Driver	16.12
31043 - Driver Courier	13.13
31260 - Parking and Lot Attendant	10.14
31290 - Shuttle Bus Driver	14.05
31310 - Taxi Driver	12.67
31361 - Truckdriver, Light	14.05
31362 - Truckdriver, Medium	16.83
31363 - Truckdriver, Heavy	16.74
31364 - Truckdriver, Tractor-Trailer	16.74
99000 - Miscellaneous Occupations	
99030 - Cashier	10.25
99050 - Desk Clerk	11.24
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.32
99252 - Laboratory Animal Caretaker II	12.11
99310 - Mortician	22.74
99410 - Pest Controller	19.69
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.61
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	15.73
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	12.41
99830 - Survey Party Chief	23.75
99831 - Surveying Aide	14.92
99832 - Surveying Technician	20.31
99840 - Vending Machine Attendant	17.57
99841 - Vending Machine Repairer	21.27
99842 - Vending Machine Repairer Helper	17.57

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:****HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2569 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2569  
Revision No.: 16  
Date Of Revision: 07/25/2014

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla,  
Union, Wallowa, Wheeler  
Washington Counties of Benton, Franklin, Walla Walla, Yakima

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01280 - Receptionist		12.83
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		22.80
01420 - Survey Worker		17.33
01531 - Travel Clerk I		14.84
01532 - Travel Clerk II		15.95
01533 - Travel Clerk III		17.09
01611 - Word Processor I		15.07
01612 - Word Processor II		16.91
01613 - Word Processor III		18.91
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.71
05010 - Automotive Electrician		18.82
05040 - Automotive Glass Installer		17.82
05070 - Automotive Worker		17.82
05110 - Mobile Equipment Servicer		15.82
05130 - Motor Equipment Metal Mechanic		19.80

05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.54
09040 - Furniture Handler	13.45
09080 - Furniture Refinisher	20.54
09090 - Furniture Refinisher Helper	16.17
09110 - Furniture Repairer, Minor	18.34
09130 - Upholsterer	20.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.89
11122 - Housekeeping Aide	13.41
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	9.88
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.83
12011 - Breath Alcohol Technician	17.22
12012 - Certified Occupational Therapist Assistant	23.78
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	16.96
12025 - Dental Hygienist	43.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.83
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	10.06
12222 - Nursing Assistant II	11.31
12223 - Nursing Assistant III	12.34
12224 - Nursing Assistant IV	13.85
12235 - Optical Dispenser	17.33
12236 - Optical Technician	16.27
12250 - Pharmacy Technician	15.67
12280 - Phlebotomist	13.85
12305 - Radiologic Technologist	26.57
12311 - Registered Nurse I	29.51

12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	21.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	21.49
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67

16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	11.35
21150 - Stock Clerk	16.17
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.78
23021 - Aircraft Mechanic I	24.50
23022 - Aircraft Mechanic II	25.78
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	17.80
23050 - Aircraft, Painter	22.96
23060 - Aircraft Servicer	20.21
23080 - Aircraft Worker	21.45
23110 - Appliance Mechanic	22.36
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	34.15
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.37
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	19.13
23380 - Ground Support Equipment Mechanic	24.50
23381 - Ground Support Equipment Servicer	20.21
23382 - Ground Support Equipment Worker	21.45
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.70
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	26.61
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	12.28
23510 - Locksmith	20.45
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	16.87
23591 - Metrology Technician I	26.61
23592 - Metrology Technician II	28.00
23593 - Metrology Technician III	29.66
23640 - Millwright	30.04
23710 - Office Appliance Repairer	22.32

'23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	29.30
23810 - Plumber, Maintenance	27.84
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	23.94
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.04
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	14.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Equipment Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48

30040 - Civil Engineering Technician	24.78
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30210 - Laboratory Technician	23.90
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02
30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30390 - Photo-Optics Technician	22.36
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.55
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	9.81
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2441 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2441  
Revision No.: 14  
Date Of Revision: 07/25/2014

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River,  
Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill  
Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		21.67
01040 - Court Reporter		19.88
01051 - Data Entry Operator I		13.02
01052 - Data Entry Operator II		14.28
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		12.67
01112 - General Clerk II		13.82
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.42
01141 - Messenger Courier		14.12
01191 - Order Clerk I		13.02
01192 - Order Clerk II		15.03
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01280 - Receptionist		14.41
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.38
01311 - Secretary I		16.38
01312 - Secretary II		18.32
01313 - Secretary III		20.42
01320 - Service Order Dispatcher		17.40
01410 - Supply Technician		22.62
01420 - Survey Worker		19.88
01531 - Travel Clerk I		13.44
01532 - Travel Clerk II		16.64
01533 - Travel Clerk III		15.76
01611 - Word Processor I		14.12
01612 - Word Processor II		15.86
01613 - Word Processor III		19.59
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.95
05010 - Automotive Electrician		19.85
05040 - Automotive Glass Installer		18.97
05070 - Automotive Worker		18.97
05110 - Mobile Equipment Servicer		17.05
05130 - Motor Equipment Metal Mechanic		19.95

05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.16
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.19
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.32
09130 - Upholsterer	16.58
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	11.77
11090 - Gardener	15.07
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.96
11240 - Maid or Houseman	11.47
11260 - Pruner	10.96
11270 - Tractor Operator	14.58
11330 - Trail Maintenance Worker	11.96
11360 - Window Cleaner	13.16
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.04
12012 - Certified Occupational Therapist Assistant	22.53
12015 - Certified Physical Therapist Assistant	21.98
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	29.65
12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38
12100 - Medical Assistant	15.18
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	14.32
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	38.09
12221 - Nursing Assistant I	9.41
12222 - Nursing Assistant II	10.57
12223 - Nursing Assistant III	11.53
12224 - Nursing Assistant IV	12.95
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	15.54
12280 - Phlebotomist	12.95
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04

12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.52
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.61
14160 - Personal Computer Support Technician	23.01
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.55
15020 - Aircrew Training Devices Instructor (Rated)	34.31
15030 - Air Crew Training Devices Instructor (Pilot)	41.12
15050 - Computer Based Training Specialist / Instructor	28.55
15060 - Educational Technologist	31.63
15070 - Flight Instructor (Pilot)	41.12
15080 - Graphic Artist	20.77
15090 - Technical Instructor	20.39
15095 - Technical Instructor/Course Developer	24.95
15110 - Test Proctor	17.79
15120 - Tutor	17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.87
16030 - Counter Attendant	9.87
16040 - Dry Cleaner	12.40
16070 - Finisher, Flatwork, Machine	9.87
16090 - Presser, Hand	9.87
16110 - Presser, Machine, Drycleaning	9.87
16130 - Presser, Machine, Shirts	9.87
16160 - Presser, Machine, Wearing Apparel, Laundry	9.87
16190 - Sewing Machine Operator	13.20
16220 - Tailor	13.99

16250 - Washer, Machine	10.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.45
19040 - Tool And Die Maker	24.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.89
21030 - Material Coordinator	19.68
21040 - Material Expediter	19.68
21050 - Material Handling Laborer	13.22
21071 - Order Filler	13.60
21080 - Production Line Worker (Food Processing)	14.89
21110 - Shipping Packer	14.37
21130 - Shipping/Receiving Clerk	14.37
21140 - Store Worker I	12.70
21150 - Stock Clerk	16.70
21210 - Tools And Parts Attendant	14.89
21410 - Warehouse Specialist	14.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.81
23021 - Aircraft Mechanic I	24.48
23022 - Aircraft Mechanic II	25.81
23023 - Aircraft Mechanic III	27.13
23040 - Aircraft Mechanic Helper	19.37
23050 - Aircraft, Painter	22.61
23060 - Aircraft Servicer	22.12
23080 - Aircraft Worker	23.27
23110 - Appliance Mechanic	17.48
23120 - Bicycle Repairer	13.76
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	20.85
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	21.48
23182 - Electronics Technician Maintenance II	24.43
23183 - Electronics Technician Maintenance III	25.80
23260 - Fabric Worker	20.54
23290 - Fire Alarm System Mechanic	23.07
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.72
23312 - Fuel Distribution System Operator	19.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	24.48
23381 - Ground Support Equipment Servicer	22.12
23382 - Ground Support Equipment Worker	23.27
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	21.84
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53

23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.74
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	16.36
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.08
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	23.01
23970 - Woodcraft Worker	26.15
23980 - Woodworker	14.60
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.83
24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	22.21
25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	22.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	23.68
27010 - Court Security Officer	25.47
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Equipment Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18

30040 - Civil Engineering Technician	25.26
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30210 - Laboratory Technician	19.18
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30390 - Photo-Optics Technician	23.18
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.86
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99251 - Laboratory Animal Caretaker I	11.19
99252 - Laboratory Animal Caretaker II	12.01
99310 - Mortician	27.05
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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# Attachment 3

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**DELIVERABLES OF WRITTEN DOCUMENTATION  
DETENTION AND TRANSPORTATION SERVICE**

One hard copy of each deliverable shall be submitted to the Contracting Officer (CO) and the Contracting Officer Representative (COR), as described in the "Delivery/Days after Award Column". Unless otherwise specified, deliverables may be submitted via e-mail (this list is not all inclusive other reports maybe required as directed by the COR.)

ITEM	DESCRIPTION	ADDRESSEE	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Quality Control Plan	A and B	Within 30 days of contract award or as requested	1
A002	Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual	B	Upon request of COR	1
A003	Staffing Plan	A and B	Within 30 days of contract award or as requested	
A004	Resumes of Key Personnel	A and B	Review and approval by CO and COR before employee EOD	
A005	Organizational Chart	A	Within 15 days of significant Changes or as requested	1
A006	Training Plan	A and B	Within 30 days of contract award or as requested	1
A007	Employee certification that they have read and understand code of conduct	B	Prior to EOD	1
A008	Copy of Standard of Conduct and corresponding disciplinary actions	B	Prior to EOD	1
A009	Report of employee(s) in violation or attempt to violate standards of conduct	A	Immediately (immediate verbal report, with written to follow)	1
A010	Medical examination conducted by licensed healthcare provider	B	Prior to EOD	1
A011	Notification of change in employee's health status	B	Immediately	1
A012	Random drug-screening results	B	To COR within 24 hours after receipt	
A013	Contraband Control Program	B	Within 30 days of contract award or as requested	1
A014	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	B	Immediately (immediate verbal report, with written to follow)	1
A015	Personnel files	A	As requested	1
A016	Uniform approval by COR	A	Within 7 days of contract award.. Any changes require CO and COR approval prior to implementation.	1
A017	Certification that each employee has been issued credentials	B	Prior to EOD	
A018	Registrations, commissions, permits or licenses	B	Prior to EOD	1
A019	Contract Detention and Transportation Officer Assignment Roster	B	Posted 24 hours in advance	1
A020	Manpower Report	B	Monthly	1

A021	E-Quip Security Process	B	Prior to EOD	1
A022	Training Program	A and B	Within 30 days of contract award	1
A023	Institutional Emergency Plan	A and B	Within 7 days after contract award	1
A024	Log Books	B	As requested	1
A025	Manifest of Detainees	B	Daily	1
A026	Key Indicators Report	B	Monthly before 5 <sup>th</sup> of the month	1
A027	Copy of certification that employee agrees to comply with Post Orders	B	As requested	1
A028	Use-of-Force incident Report	B	Verbal immediately and written prior to end of shift	1
A029	Written report for escapes	B	Prior to end of shift (verbal report immediately, with written report no later than shift end)	1
A030	Evacuation Plan	A and B	Within 30 days of contract award	1
A031	Injury, illness, physical harm or threat to safety, health and welfare	B	Verbal report immediately, with written report no later than shift end	1
A032	Detainee death or injury	B	Verbal report immediately, with written report no later than shift end	1
A033	Commissary Inventory	B	As requested	1
A034	Firearms - a complete listing of licensed firearms by serial numbers and by each safe location	B	Within 7 days after contract award	1
A035	Appropriate state and municipality permits and weapons permits for each officer	B	Prior to EOD or performance of duties involving firearms	1
A036	Firearms training certificates	B	Prior to EOD or performance of duties involving firearms	1
A037	DHS Non Disclosure Form, DHS 1100-6	A and B	Prior to EOD	1

A= CO

B=COR

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# Attachment 4

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT**  
**ICE Policy System**

**OFFICE OF PRIMARY INTEREST:** Director of Operations (National Firearms and  
Tactical Training Unit)

<b>DISTRIBUTION:</b>	ICE
<b>DIRECTIVE NO.:</b>	70001.1
<b>ISSUE DATE:</b>	02/04/2005
<b>EFFECTIVE DATE:</b>	02/04/2005
<b>REVIEW DATE:</b>	02/04/2008
<b>SUPERSEDES:</b>	see section 3

**DIRECTIVE TITLE:** ICE Body Armor Policy

1. **PURPOSE and SCOPE.** To establish the U.S. Immigration and Customs Enforcement (ICE) policy for the use of personal protective soft body armor (body armor) and identify related management and employee responsibilities. This directive applies to all components of ICE with armed officers.
2. **AUTHORITIES/REFERENCES.**
  - 2.1. **Statutory and Regulatory Authority**

8 USC 1103
  - 2.2. **ICE Policy**

Interim ICE Firearms Policy (July 7, 2004)

Interim ICE Use of Force Policy (July 7, 2004)
  - 2.3. **National Institute of Justice Reference Documents**

Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04 and amendments)

Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98, and amendments)
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This directive supersedes previous legacy policies, issuances and previously recognized processes for soft body armor for all ICE offices with armed officers.

#### **4. DEFINITIONS.**

- 4.1. Body Armor -** A protective garment designed to stop a variety of standard handgun projectiles. The armor is not designed to stop all projectiles, especially those fired from high-caliber rifles. Unless rated as stab resistant, this armor is not designed to prevent injury from sharp or cutting or piercing-type weapons. No body armor is designed as a replacement for common sense, good judgment and proper street survival procedures and tactics.
- 4.2. Technology Standards for Body Armor --** The Law Enforcement and Corrections Standards and Testing Program (LECSTP) is sponsored by the Office of Science and Technology of the National Institute of Justice (NIJ), Department of Justice (DOJ). The LECSTP is an applied research effort that determines the technological needs of justice systems agencies, sets minimum performance standards for specific devices, tests commercially available equipment against those standards and disseminates the standards and the test results to criminal justice agencies nationally and internationally. The NIJ reference documents for this policy are listed in the Authorities section and are as follows: Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04) and Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98), to include amendments.

#### **5. POLICY**

- 5.1.** All ICE employees authorized to carry firearms as a condition of employment shall be issued protective body armor. New employees will be fitted for body armor during their initial training at the Federal Law Enforcement Training Center (FLETC) or as specified by ICE. Replacement of expired or damaged body armor in the field shall be coordinated with the designated official for that operational component, most often the Senior Firearms Instructor (SFI).
- 5.2.** The ballistic resistance performance standard for protective body armor requires a minimum of threat level type IIA protection, with side panel coverage, and must meet the current NIJ standards.
- 5.3.** All ICE armed officers are strongly encouraged to wear their issued body armor while performing law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by a supervisor.
- 5.4.** All Federal Protective Service (FPS) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When in a non-uniform status or not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away

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from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by an FPS supervisor.

- 5.5. All Detention and Removal Operations (DRO) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. DRO armed officers performing administrative duties or duties inside a detention facility shall not be required to wear their issued body armor.
- 5.6. Due to their covert mission within the aviation environment, Federal Air Marshals shall wear issued body armor according to their internal guidance and procedures as established by the Director, Federal Air Marshal Service.
- 5.7. The wearing of body armor during normal operations is at the discretion of the employee, except during activities as specified in the Procedures Section of this directive and for FPS and DRO armed officers as stated above in sections 5.4 and 5.5.
- 5.8. All employees need to be aware of the health risks associated with the wearing of body armor in high-heat/high humidity conditions and/or during strenuous exertion. When employees are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
- 5.9. ICE does not authorize the use of personally owned body armor for armed officers while functioning as ICE employees. Any exception to this requirement first must be approved by the director of the operational component and then by the Director of the National Firearms and Tactical Training Unit (NFTTU).
6. **RESPONSIBILITIES.**
  - 6.1. The NFTTU is responsible for the development of all national policy and procedures, and exercises program management responsibility for the body armor program.
  - 6.2. The NFTTU shall coordinate all research, testing, evaluation, procurement, distribution and destruction of body armor.
  - 6.3. The SFIs are responsible for coordinating requests for body armor, ensuring training requirements are met and conducting inspections of all body armor as required by the NFTTU.
  - 6.4. Supervisors are responsible for ensuring armed personnel under their supervision are issued body armor and that it has not exceeded its expiration date.

- 6.5. Supervisors are responsible for ensuring that all personnel issued body armor comply with the mandatory requirements for wearing body armor specified in the Procedures Section of this policy.**
- 6.6. ICE officers are responsible for the proper care and inspection of the issued body armor in accordance with the manufacturer's recommendations and ballistic panel labeling.**
- 6.7. ICE officers are required to attend, participate and complete all mandated body armor training as required by ICE and/or their operational component.**

**7. PROCEDURES.**

- 7.1. The NFFTU will develop standard operating procedures to be used for the selection, procurement, issuance, accountability, replacement and disposal of all ICE-owned and issued body armor.**
- 7.2. The NFFTU shall maintain the national inventory system for body armor. Unless otherwise identified by the NFFTU, the Firearms Inventory System (FIS) module in the Automated Management Information System is the national inventory system and will be the official system of record for the accountability, transfer and inventory of all ICE body armor.**
- 7.3. The officer to whom the body armor is issued is responsible for electronically accepting it in the designated automated inventory system. Body armor should not be documented on any other ICE property record document other than for exigent circumstances and only as an interim hand receipt until FIS can be properly updated by the responsible officer(s).**
- 7.4. A 100 percent body armor inventory shall be performed annually by all employees issued body armor in FIS. Responsible officials (supervisory personnel) shall ensure that the employees complete their annual inventory and verification process in FIS within 30 days of notification of the initiation of the inventory process. Employees who fail to complete their inventory and verifications within the specified 30 days may be subject to disciplinary action.**
- 7.5. In the event that body armor is lost or stolen, it must be reported to the NFFTU via facsimile (814-946-9995) and FIS within 48 hours of discovery by the employee to whom it was issued. This FIS reporting requirement does not preclude any other reporting requirement(s) mandated by any other ICE policy or procedure. The stolen body armor information, with serial number, shall also be entered into the National Crime Information Center (NCIC) database.**

- 7.6. The wearing of body armor by ICE armed officers is mandatory during the following activities:**
- 7.6.1. Special Response Team (SRT) deployments when officers are part of an arrest, or operate as an entry or perimeter element;**
- 7.6.2. Executing arrests in pre-planned situations. ICE officers working in an undercover capacity, or in support of another officer working in an undercover capacity, may be exempted from the requirement of wearing body armor stated in this section, if the wearing of the body armor presents a danger of being exposed as a law enforcement officer. This exemption pertains to officers who will be working in close proximity to violators and who may identify the officer as a law enforcement officer by noticing the body armor. In all cases, the exemption must be approved by a first-line supervisor prior to the operation;**
- 7.6.3. Execution of high-risk search warrants until the premises are secured and cleared or at the discretion of the first-line supervisor;**
- 7.6.4. Apprehension phases of air and marine interdiction operations;**
- 7.6.5. Transportation, storage or destruction of seized narcotics, currency or other high risk or valuable commodity;**
- 7.6.6. During normal operations for FPS and DRO officers, if armed, and in uniform as stated above in sections 5.4., 5.5. and 5.7.;**
- 7.6.7. In emergency situations where ICE management determines there is an immediate threat to the safety of employees. In addition to the nature of the emergency situation, ICE management will also determine the duration of the emergency and, accordingly, the length of time that body armor must be worn; and,**
- 7.6.8. During all DRO fugitive apprehension operations regardless of whether it is a formalized, preplanned operation or not. This does not include simple investigative inquiries when an apprehension is not anticipated by the DRO armed officer.**
- 7.7. SFIs shall ensure that training is provided to each employee who is issued body armor. SFIs shall ensure that all training is documented in the appropriate system as identified by the NETTU.**
- 7.8. Body armor training covers the following:**
- Circumstances/situations when body armor must be worn;**
  - Type of body armor that is necessary;**

- Procedures to properly don, doff, adjust and wear body armor;
  - Limitations of body armor;
  - Proper care, maintenance and useful life of the body armor; and,
  - Use of firearms while wearing body armor.
- 7.9. Employees shall notify their supervisor(s) of the need to replace worn, damaged or ill-fitting body armor should such a need be identified by the armed officer or SFI.
- 7.10. Body armor that is no longer serviceable will be physically and electronically transferred to the NFTTU for final disposition.
- 7.11. Expired body armor distributed prior to the utilization of the NFTTU automated system for inventory and accountability shall be physically transferred to the NFTTU for final disposition. The NFTTU shall furnish guidance for the manual transfer of body armor that is not documented in FIS.
- 7.12. Additional guidance or instructions regarding the identification, procurement, replacement, transfer, tracking and inventory of body armor may be issued by the NFTTU to address agency transition, reorganization and/or realignment.
8. **NO PRIVATE RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved

  
Michael J. Garcia  
Assistant Secretary

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# Attachment 5

# **Detention and Removal Operations DRO Policy and Procedure Manual**

## **Appendix 32-1 Vehicle Ordering Menu**

### **DETENTION AND REMOVAL OPTION PACKAGES FOR ORDERING VEHICLES**

- Option 1a. - Large Bus**
- 1b. - Mid-Range Bus**
- Option 2a. - Standard Airporter**
- 2b. - Wheelchair Accessible Airporter**
- Option 3a. - 13 Passenger Long Bed Van with Insert**
- 3b. - 12 Passenger Long Bed Van w/ Insert and Luggage Space**
- 3c. - 12 Passenger Short Bed Van with Insert**
- 3d. - 13 Passenger Standard Van, No Insert**
- 3e. - Standard Van, No Insert - wheelchair accessible**
- Option 4a. - Minivan caged/secure package**
- 4b. - Minivan Fugitive Operations package**
- Option 5a. - Sedan full-size Caged/secure package**
- 5b. - Sedan full-size Fugitive Operations package**
- 5c. - Sedan mid-size Fugitive Operations package**
- Option 6a. - SUV full-size Caged/secure package**
- 6b. - SUV full-size Fugitive Operations package**
- 6c. - SUV mid-size Fugitive Operations package**
- Option 7. - Pick-up Fugitive Operations package**

**Option 8. - Fugitive Operations surveillance van\***

**\*Under development not available for order at this time\***

**Option 9. - Specialty Vehicle (i.e.: Utility or Food Service Truck; Tractor Trailer)**

**OPTION DESCRIPTION**

**Option 1a. - Large Bus**

**Description:** Long-range coach bus retrofit. Standard security screened interior with movable partition. 46-passenger capacity, equipped with lavatory.

**Purpose:** Long distances, long trip duration, high capacity.

**Option 1b. - Mid-range bus**

**Description:** Mid-range coach bus retrofit. Standard security screened interior with movable partition. 44-passenger capacity, equipped with lavatory.

**Purpose:** Shorter distances and shorter trip duration. Reduced passenger capacity.

**Option 2a. Standard Airporter**

**Description:** Twenty-two passenger rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with an eight-passenger compartment, a twelve-passenger compartment, and a two-passenger compartment. Two-passenger compartment contains a fold-up bench seat allowing for luggage/property storage.

**Purpose:** Designed for local area operations such as airport or court runs. Ideal for offices where routine operations call for mixed count of officers and detainees, or when detainee count routinely exceeds standard van capacity.

**Option 2b. - Wheelchair accessible Airporter**

**Description:** Maximum capacity of nineteen-passenger, rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with a two-passenger compartment, a twelve-passenger compartment, and a compartment with fold-up bench seats allowing for either two wheelchair bound passengers, or five passengers. The two-passenger compartment also has fold-up bench seat allowing for additional luggage/property storage.

**Purpose:** Same as option 2a, adding space for two wheel-chair passengers. Versatility to accommodate one or two wheelchairs and a combination of additional escort officers, detainee segregation or additional luggage/property space.

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**Option 3a. - 13 Passenger Long-Bed Van with Insert**

**Description:** White long-bed cargo van, with thirteen-passenger, long-bed insert installed with a movable partition. Rear and side loading. Insert runs entire length of van.

**Purpose:** The Insert package is a high security package designed for transporting new apprehensions where classification of background, security level, and/or health conditions, are unknown. Officers cabin air independent of custody compartment. Ideal for shorter distances and trip duration. Easy loading and cleanup. Movable partition provides for custody and/or luggage segregation within insert.

**Option 3b. - 12 Passenger Long-Bed Van with Insert**

**Description:** White long-bed cargo van, with twelve-passenger, long-bed insert. Movable partition optional. Rear loading. Insert is shorter than option 3a, creating space between front cabin and insert, allowing for luggage space, and if necessary, side/front loading through front/emergency door of insert.

**Purpose:** Same as 3a. Ideal for locations where permanent, easily accessible luggage space is a priority. Side loading of detainees is possible, but not ideal.

**Option 3c. - 12 Passenger Short-Bed Van with Insert**

**Description:** White short-bed cargo van, with twelve-passenger insert. Rear loading only. Insert runs entire length of van.

**Purpose:** Recommended for off road, border operations where long wheelbase bottoming out is a concern. Suitable for locations where luggage segregation and side loading availability is not necessary.

**Option 3d. - 13 Passenger Standard Van, No Insert**

**Description:** Standard thirteen-passenger white maxi-van with forward-facing vinyl bench seats with standard security screened package.

**Purpose:** For longer distances or trip duration where a standard security package and enhanced passenger comfort is appropriate. For operations where custody segregation and officer-custody air separation is not a major issue. Appropriate for transporting of detainees whose background, security level, and health conditions have been properly identified.

**Option 3e. Standard Van, No Insert - wheelchair accessible**

**Description:** Standard white maxi-van with forward-facing vinyl bench seats and standard security-screened package. Security screen installed behind bench seats. Rear bench seats are removed to allow for installation of rear-loading wheelchair lift, wheelchair locking

device, and wheelchair. Allows for 7 detainees, side loading only; and one wheelchair detainee, rear-loading only. Rear compartment can be used for luggage and/or equipment when not transporting wheelchair. Security screen allows for separation of detainees from luggage/equipment.

**Purpose:** Versatility to accommodate one wheelchair and up to seven detainees with segregation for large additional luggage/property space.

**Option 4a. - Minivan Caged/security package**

**Description:** Standard white mini-van with forward-facing bench seats with standard security screened package. Allows for up to five detainees.

**Purpose:** Smaller transport vehicle with lower capacity. Ideal for offices where a smaller vehicle is conducive to operating area.

**Option 4b. - Minivan Fugitive Operations package**

**Description:** Standard seven-passenger mini-van with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 5a. Sedan full-size Caged/secure package**

**Description:** Full size white sedan with standard security screened package. Allows for up to three detainees.

**Purpose:** Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

**Option 5b. - Sedan full-size Fugitive Operations package**

**Description:** Full size sedan with standard fugitive operations package as described below.

**Purpose:** Self-explanatory.

**Option 5c. Sedan mid-size Fugitive Operations package**

**Description:** Mid size sedan with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 6a. SUV full-size Caged/secure package**

**Description:** Full size white SUV with standard security screened package. Allows for up to five detainees.

**Purpose:** Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

**Option 6b. SUV full-size Fugitive Operations package**

**Description:** Full size SUV with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 6b. SUV mid-size Fugitive Operations package**

**Description:** Mid size SUV with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 7 Pickup Truck Fugitive Operations package**

**Description:** Full size, extended cab pickup truck with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 8 Fugitive Operations surveillance van\***

\*Under development, not available for order at this time\*

**Option 9 Specialty Vehicle**

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**Description:** This is a specialty vehicle required to fulfill unique requirements, such as a Food Service Truck to be deployed at a Service Processing Center or tow-truck to be deployed to a Service Maintenance Shop. Prior to ordering, written justification to, and concurrence from, Regional and Headquarters DRO management is required.

**FUGITIVE OPERATIONS PACKAGE: Standard Accessories and Amenities**

**Tilt steering wheel and cruise control**

**AM/FM radio**

**Power windows, locks, and side mirrors**

**Intermittent wipers**

**Road emergency kit**

**First aid kit**

**Fire extinguisher**

**Service Radio - concealed out of sight**

**Tinted windows**

**Front and rear, emergency strobe/flashing lights**

**Locking trunk box to secure weapon and/or equipment**

**No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.**

**CAGED/SECURE TRANSPORT VEHICLES (bus/van/suv/sedan): Standard Accessories and Amenities**

**Tilt steering wheel and cruise control**

**AM/FM radio**

**Power windows, locks, and side mirrors**

**Intermittent wipers**

**Map light**

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**Road emergency kit**

**First aid kit**

**Fire extinguisher**

**Service Radio roof, console, or dash mounted**

**Tinted windows**

**Front and rear, emergency strobe/flashing lights**

**Locking trunk box to secure weapon and/or equipment**

**Shotgun rack and gun box (bus and maxi van)**

**Expanded metal security screen with plexiglass installed between drivers compartment (front seat) and passenger/custody area. Metal bars and/or screen on all windows.**

**No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.**

**ADDITIONAL ACCESSORIES AVAILABLE - (these items require written justification to, and concurrence from, Regional and Headquarters DRO management)**

**All Wheel Drive or Four Wheel Drive**

**Block heater**

**Heated side mirrors**

**Transmission cooler**

**Additional emergency lights**

**Brush guards**

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# Attachment 6

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The U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014). Where any requirements of the DHS standards may conflict with the terms of the Family Residential Standards (FRS) currently applicable at the facility, the DHS PREA standards shall supersede:

115.6 Definitions Related to Sexual Abuse and Assault

(1) Sexual abuse includes —

- (a) Sexual abuse and assault of a detainee by another detainee; and
- (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.

(2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:

- (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
- (b) Contact between the mouth and the penis, vulva, or anus;
- (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object;
- (d) Touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or
- (e) Threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.

(3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:

- (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
- (b) Contact between the mouth and the penis, vulva, or anus;
- (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to

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- abuse, arouse, or gratify sexual desire
- (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act.
  - (f) Repeated verbal statements or comments of a sexual nature to a detainee;(g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
  - (g) Voyeurism, which is defined as the inappropriate visual surveillance of detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

## PREVENTION PLANNING

### 115.11 Zero tolerance of sexual abuse; Prevention of Sexual Assault Coordinator.

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

### 115.13 Detainee supervision and monitoring.

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and

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deter sexual abuse of detainees. Such inspections shall be implemented for night as well as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

115.14 Juvenile and family detainees.

- (1) Juveniles shall be detained in the least restrictive setting appropriate to the juvenile's age and special needs, provided that such setting is consistent with the need to protect the juvenile's well-being and that of others, as well as with any other laws, regulations, or legal requirements.
- (2) The facility shall hold juveniles apart from adult residents, minimizing sight, sound, and physical contact, unless the juvenile is in the presence of an adult member of the family unit, and provided there are no safety or security concerns with the arrangement.
- (3) In determining the existence of a family unit for detention purposes, the agency shall seek to obtain reliable evidence of a family relationship.
- (4) The agency and facility shall provide priority attention to unaccompanied alien children as defined by 6 U.S.C. 279(g)(2), including transfer to a Department of Health and Human Services Office of Refugee Resettlement facility within 72 hours, except in exceptional circumstances, in accordance with 8 U.S.C. 1232(b)(3).
- (5) If a juvenile who is an accompanied alien child has been convicted as an adult of a crime related to sexual abuse, the agency shall provide the facility and the Department of Health and Human Services Office of Refugee Resettlement with the releasable information regarding the conviction(s) to ensure the appropriate placement of the alien in a Department of Health and Human Services Office of Refugee Resettlement facility.

115.15 Limits to cross-gender viewing and searches.

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.
- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.

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(6) All strip searches and visual body cavity searches shall be documented.

(7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.

(8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

(9) The facility shall permit detainees in Family Residential Facilities to shower, perform bodily functions, and change clothing without being viewed by staff, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement.

115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.

(1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.

(2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.

(3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee

expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

115.17 Hiring and promotion decisions.

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (I) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.
- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.
- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

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115.18 Upgrades to facilities and technologies.

- (1) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility or agency, as appropriate, shall consider the effect of the design, acquisition, expansion, or modification upon their ability to protect detainees from sexual abuse.
- (2) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in an immigration detention facility, the facility or agency, as appropriate, shall consider how such technology may enhance their ability to protect detainees from sexual abuse.

RESPONSIVE PLANNING

115.21 Evidence protocols and forensic medical examinations.

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.
- (3) Where evidentiarily or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.
- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

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115.22 Policies to ensure investigation of allegations and appropriate agency oversight.

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

**TRAINING AND EDUCATION**

115.31 Staff training.

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
  - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
  - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
  - (c) Definitions and examples of prohibited and illegal sexual behavior; (d) Recognition

of situations where sexual abuse may occur;

- (d) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
  - (e) How to avoid inappropriate relationships with detainees;
  - (f) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
  - (g) Procedures for reporting knowledge or suspicion of sexual abuse; and
  - (h) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
  - (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

#### 115.32 Other training.

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.
- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

#### 115.33 Detainee education.

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
  - (a) Prevention and intervention strategies;
  - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and

coercive sexual activity;

- (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
  - (d) Information about self-protection and indicators of sexual abuse;
  - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
  - (f) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.
- (2) Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
- (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (4) Each facility shall post on all housing unit bulletin boards the following notices:
- (a) The DHS-prescribed sexual assault awareness notice;
  - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
  - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

115.34 Specialized training: Investigations.

- (6) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.
- (7) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

115.35 Specialized training: Medical and mental health care.

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities

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where medical staff may be assigned these activities.

#### ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

##### 115.41 Assessment for risk of victimization and abusiveness.

(1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.

(2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.

(3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:

- (a) Whether the detainee has a mental, physical, or developmental disability;
- (b) The age of the detainee;
- (c) The physical build and appearance of the detainee;
- (d) Whether the detainee has previously been incarcerated or detained; (e) The nature of the detainee's criminal history;
- (e) Whether the detainee has any convictions for sex offenses against an adult or child;
- (f) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
- (g) Whether the detainee has self-identified as having previously experienced sexual victimization; and
- (h) The detainee's own concerns about his or her physical safety.

(4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.

(5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.

(6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.

(7) The facility shall implement appropriate controls on the dissemination within the facility of responses

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to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the detainee's detriment by staff or other detainees or inmates.

115.42 Use of assessment information.

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

115.43 Protective custody.

- (I) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:
  - (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and

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- (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.

(5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

## REPORTING

### 115.51 Detainee reporting.

(1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.

(2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.

(3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

### 115.52 Grievances.

(1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.

(2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.

(3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.

(4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.

(5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such

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grievances to the appropriate ICE Field Office Director at the end of the grievance process.

(6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

115.53 Detainee access to outside confidential support services.

(1) Each facility shall utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.

(2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.

(3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.

(4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

115.54 Third-party reporting.

(1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT

115.61 Staff reporting duties.

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility: retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the

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reporting requirements set forth in the agency's and facility's written policies and procedures.

- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

115.62 Protection duties.

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

115.63 Reporting to other confinement facilities.

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

115.64 Responder duties.

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:

- (a) Separate the alleged victim and abuser;
- (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
- (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
- (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.

- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.

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115.65 Coordinated response.

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

115.66 Protection of detainees from contact with alleged abusers.

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

115.67 Agency protection against retaliation.

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

115.68 Post-allegation protective custody.

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

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## INVESTIGATIONS

### 115.71 Criminal and administrative investigations.

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.
- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.
- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
- i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
  - ii. Interviewing alleged victims, suspected perpetrators, and witnesses;
  - iii. Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
  - iv. Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
  - v. An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
  - vi. Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
  - vii. Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

## DISCIPLINE

### 115.76 Disciplinary sanctions for staff.

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a)-(d) and (g)-(h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.
- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

115.77 Corrective action for contractors and volunteers.

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

115.78 Disciplinary sanctions for detainees.

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.

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- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

#### MEDICAL AND MENTAL CARE

##### 115.81 Medical and mental health assessments; history of sexual abuse.

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

##### 115.82 Access to emergency medical and mental health services.

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

##### 115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.

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(4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.

(5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.

(6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

(7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

#### DATA COLLECTION AND REVIEW

##### 115.86 Sexual abuse incident reviews.

(1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.

(2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.

(3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

##### 115.87 Data collection.

(1) Each facility shall maintain in a secure area all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling in accordance with these standards and applicable agency policies, and in accordance with established schedules.

(2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA

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Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

#### AUDITS AND COMPLIANCE

##### 115.93 Audits of standards.

(1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency may also include referrals to resources that may assist the facility with PREA-related issues.

#### ADDITIONAL PROVISIONS IN AGENCY POLICIES

##### 115.95 Additional provisions in agency policies.

(1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.